

MINUTES OF
Budget and
Control Board
Meeting
February 10, 1981

State of South Carolina
State Budget and Control Board

RICHARD W. RILEY, CHAIRMAN
GOVERNOR
GRADY L. PATTERSON, JR.
STATE TREASURER
EARLE E. MORRIS, JR.
COMPTROLLER GENERAL

Box 12444
Columbia
29211

REMBERT C. DENNIS
CHAIRMAN, SENATE FINANCE COMMITTEE
TOM G. MANGUM
CHAIRMAN, WAYS AND MEANS COMMITTEE

WILLIAM T. PUTNAM
EXECUTIVE DIRECTOR

February 11, 1981

MEMORANDUM

TO: Budget and Control Board Division Directors
FROM: William A. McInnis, Secretary *WAM*
SUBJECT: Budget and Control Board Actions at February 10, 1981 Meeting

At the referenced meeting, the Budget and Control Board took the following actions:

1. Approved the minutes of meetings held on November 5 and December 9 and 19, 1980;
2. Approved a Greenville County proposal to issue \$700,000 Industrial Revenue Bonds on behalf of the Keys Printing Company project on the condition that the required reviews by the Attorney General's Office and by the Auditor's Office be completed with satisfactory results;
3. Approved a Greenville County proposal to issue \$1,000,000 Industrial Revenue Bonds on behalf of the Union Carbide Corporation project;
4. Approved the Coastal Council selection of William E. Edenfield of Brunswick, Georgia to inventory and analyze existing Francis Marion Park conditions, to prepare a preliminary concept plan for the redevelopment of Francis Marion Park, and to prepare drawings and specifications necessary for the construction of the approved redevelopment plan for the Park under the small projects procedure for a fee of \$2,500;
5. Approved the General Services Division selection of Triad Architectural Consultants of Columbia to provide architectural and engineering services in the restoration and renovation of the Boylston House;
6. Approved the Department of Mental Retardation selection of Smith & Fuller to provide the services required in connection with the design and construction of the Pee Dee Center support facility and activity program facility project;

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7. Approved the University of South Carolina selection of Charles N. Robinson to provide the services required in connection with the design of a concrete retaining wall around HVAC equipment which has failed for a fee not to exceed \$4,000;
8. Approved consultant services contracts between (a) Parks, Recreation and Tourism and Carter-Goble Associates; (b) Governor's Office, Community & Inter-governmental Affairs and Vismor, McGill and Bell, Inc.; and (c) Highways and Public Transportation and Kucera and Associates, Inc.;
9. Approved indirect cost rate proposals for the Medical University, Midlands Technical College, Orangeburg-Calhoun Technical College, Greenville Technical College, and the Forestry Commission, for referral to JARC;
10. Authorized the Department of Health and Environmental Control to expend \$5,000 of donated funds, for referral to Joint Appropriations Review Committee;
11. Approved recommendations of the Grants and Contracts Subcommittee on a package of 32 projects dated 2/2/81 for referral to the Joint Appropriations Review Committee;
12. Approved an easement in Charleston County to Storer Cable of Carolina, Inc., to construct and maintain a submarine cable for the purpose of carrying RF television frequencies;
13. Received as information a Department of Corrections Capital Improvement Program Progress Report for January 1981;
14. Received as information a Local Government Division report on rural improvement projects funded during the January 1-30, 1981 period listing 21 projects involving a total of \$307,317 of State grants approved and indicating that a balance of \$892,677 is available for grants, that \$2,540,243 in grants have been approved to date and that grant requests in the amount of \$147,080 are pending;
15. Received as information a Finance Division (Engineering) report that two Wildlife and Marine Resources Department permanent improvement projects were released by staff as follows: (a) Broad and Sandy River boat ramp; and (b) South Island Ferry dock;
16. Received as information a State Personnel Division report on new hires made during the July 1 - September 30, 1980 quarter; during the October 1 - December 31, 1980 quarter; and during the January 1 - March 31, 1981 quarter through February 3;

17. Allocated not to exceed \$3,400 from the Civil Contingent Fund to the Industrial Commission to finance required physical examinations in cases which are not compensable during the remainder of the current fiscal year and suggested that the Commission seek a supplemental appropriation for the additional personal service funds requested from the Civil Contingent Fund;

18. Approved a loan of \$268,433 from the Ordinary Sinking Fund to temporarily finance construction work on four armories for the Adjutant General's Office pending release of funds authorized in the 1980 Bond Act for these purposes, subject to review by the Joint Bond Review Committee, on the condition that staff investigate the possibility of a similar loan to the John de la Howe School to finance the connection of its water lines to the McCormick County system temporarily pending release of 1980 bond funds authorized for this purpose;

19. Received as information a report on the status of Capital Improvement Bond authorizations through 1980 as of December 31, 1980 and received as information a compilation of requests for permanent improvement funding authorizations to be considered during the 1981 session;

20. Concurred in a decision by the Commissioner and Board of the Department of Social Services in the termination of efforts to collect debt due the Department of Social Services and the federal government relating to audit exceptions under Title IV-A and Title VI from various State agencies, school districts, counties, and private non-profit organizations in the amount of \$1,276,405 and directed that \$669,882.54 of funds held in a separate account to the credit of the Department of Mental Health pending the resolution of these audit matters be returned to the general fund;

21. Approved a report on full-time equivalent students, Fall 1980 enrollment at colleges and universities (excluding the Medical University) as presented by State Auditor Vaughn;

22. Approved the acquisition by the University of South Carolina of two IBM copier II machines and by the Department of Social Services of a used IBM work processor and a companion piece of equipment under installment purchase agreements including an interest rate of 10.5% on the condition that a formal determination be made that the agencies involved do not have sufficient funds available to purchase the referenced equipment outright in a lump sum payment; and authorized the Attorney General's Office, Child Support Enforcement, to acquire one used IBM System 6, model 450, under an installment purchase agreement including an interest rate of 10.5%, after having been advised that the Attorney General's Office does not have sufficient funds available to purchase this item outright; and agreed to pursue the establishment of an overall policy on the acquisition of equipment;

23. Authorized the Employment Security Commission to enter into a ten-year lease agreement for office space in Seneca in return for receiving proposals on a competitive basis from private interests to construct suitable office space on the understanding that any lease would have to be approved by General Services on behalf of the Board, upon the recommendation of the Division of General Services;
24. Granted blanket approval to the travel of ten Medical University faculty members and research associates to St. Thomas, U. S. Virgin Islands, for the purpose of conducting research under a National Oceanic and Atmospheric Administration Cooperative Grant with the College of the Virgin Islands and agreed to amend travel regulations at the next opportunity so as to include the U. S. Virgin Islands with other areas of travel which do not require Board approval;
25. Approved the release and temporary financing of a portion of the Hickory Knob golf course, phase II project for which bond funds are authorized in the 1980 Act on the condition that the \$227,544 required will be financed from other sources temporarily and on the further understanding that the other sources could be permanently used to finance this project should circumstances prevent issuing the 1980 bonds;
26. Postponed consideration of a Personnel Division report on the feasibility of a dental insurance program;
27. Agreed to hold its next meeting at 9:00 a.m. on Thursday, February 26, 1981;
28. Agreed to take under advisement a contractual matter relating to the issuance of hospital revenue bonds by Aiken County and agreed to render a decision in the matter at the next Board meeting;
29. Concurred in an organization structure of the State Fire Marshal's Office as proposed by the State Fire Marshal;
30. Concurred in an approach relating to outside audits as proposed by State Auditor Vaughn;
31. Authorized the Division of General Services to issue a make and model computer procurement to be acquired on a month-to-month lease basis to meet an emergency situation;
32. Directed staff of the Division of General Services to advise City of Columbia officials of the Board's view on City water rates;
33. Authorized the State Election Commission to procure an IBM 8100 system for a total five-year cost of \$196,083;

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34. Authorized Clemson University to procure 4,000,000 bytes of memory from IBM at a purchase price of \$165,000 plus tax;
35. Authorized the Department of Social Services to enter into a \$20,000 contract to complete work on the MMIS;
36. Appointed Alice Knolte to fill a position on the State Employee Grievance Committee;
37. Received as information and let the time expire on a State Employee Grievance Committee decision involving the Department of Mental Health; and
38. Ratified actions taken in executive session.

WAM:dw

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MINUTES OF BUDGET AND CONTROL BOARD MEETING

FEBRUARY 10, 1981 10:00 A. M.

The Budget and Control Board met at 10:00 A. M. on Tuesday, February 10, 1981 in the Governor's conference room with the following members in attendance:

Governor Richard W. Riley
Mr. Grady L. Patterson, Jr.
Senator Rembert C. Dennis
Representative Tom G. Mangum

Mr. Earle E. Morris, Jr., was absent from the meeting.

Staff members attending included Executive Director William T. Putnam; Board Secretary William A. McInnis; Governor's Executive Assistant Katherine M. Clarke; Finance Division Director Edgar A. Vaughn, Jr., and staff members Charles Burr, Jesse Coles, and Archie Ellis; Fire Marshal Richard Campbell; General Services Division Director Michael Copeland; Personnel Division Director Jack S. Mullins; Senate Finance Committee staff member William Jordan; Deputy Attorney General Frank K. Sloan; Management Analyst Michael Windham; and Administrative Assistant Donna Williams.

MINUTES OF PREVIOUS MEETINGS - Board members previously had been provided with a draft version of the minutes of meetings held on November 5, December 9 and December 19, 1980. Upon a motion by Mr. Patterson, seconded by Representative Mangum, the Budget and Control Board approved the referenced minutes as written.

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BLUE AGENDA - After being advised that the required reviews in connection with blue agenda item 1, relating to a Greenville County proposal to issue Industrial Revenue Bonds, were not yet complete, the Budget and Control Board, upon a motion by Representative Mangum, seconded by Mr. Patterson, gave conditional approval to blue agenda item 1 and approved all other items on the blue agenda.

Blue agenda items are identified as such in these minutes.

INDUSTRIAL REVENUE BONDS (BLUE AGENDA #1) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board approved a Greenville County proposal to issue \$700,000 Industrial Revenue Bonds on behalf of the Keys Printing Company project, on the condition that the required reviews by the Attorney General's Office and by the Auditor's Office be completed with satisfactory results.

Information relating to this matter has been retained in these files and is identified as Exhibit 1.

INDUSTRIAL REVENUE BONDS (BLUE AGENDA #2) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board approved a Greenville County proposal to issue \$1,000,000 Industrial Revenue Bonds on behalf of the Union Carbide Corporation project.

Information relating to this matter has been retained in these files and is identified as Exhibit 2.

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COASTAL COUNCIL - A&E SELECTION APPROVAL REQUEST (SMALL PROJECTS)

(BLUE AGENDA #3) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board approved the selection of William E. Edenfield of Brunswick, Georgia to inventory and analyze existing Francis Marion Park conditions, to prepare a preliminary concept plan for the redevelopment of Francis Marion Park, and to prepare drawings and specifications necessary for the construction of the approved redevelopment plan for the Park under the small projects procedure for a fee of \$2,500.

Information relating to this matter has been retained in these files and is identified as Exhibit 3.

GENERAL SERVICES - SELECTION OF ARCHITECT (BLUE AGENDA #4) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board approved the General Services Division selection of Triad Architectural Consultants of Columbia to provide architectural and engineering services in the restoration and renovation of the Boylston House.

Information relating to this matter has been retained in these files and is identified as Exhibit 4.

MENTAL RETARDATION - A&E SELECTION APPROVAL REQUEST (BLUE AGENDA #5) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board approved the Mental Retardation selection of Smith & Fuller to provide the services required in connection with the design and construction of the Pee Dee Center support facility and activity program facility project.

Information relating to this matter has been retained in these files and is identified as Exhibit 5.

UNIVERSITY OF SOUTH CAROLINA - A&E SELECTION APPROVAL REQUEST (SMALL PROJECTS) (BLUE AGENDA #6) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board approved the University of South Carolina selection of Charles N. Robinson to provide the services required in connection with the design of a concrete retaining wall around HVAC equipment which has failed for a fee not to exceed \$4,000.

Information relating to this matter has been retained in these files and is identified as Exhibit 6.

CONSULTANT SERVICES CONTRACTS (BLUE AGENDA #7) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board approved the following consultant services contracts:

(a) Parks, Recreation and Tourism

Consultant: Carter-Goble Associates, Columbia, SC

Maximum Amount: \$38,000, 100% State funds

Time Period: 2/11/81 - 6/30/81

Purpose: To inventory and investigate existing trails in South Carolina; determine additional types of trails needed and where they should be built; prepare statewide map showing location of trails and regional maps illustrating existing and proposed trails; prepare planning document to incorporate into State SCORP plan illustrating planned trails development in SC.

(b) Governor's Office, Community & Intergovernmental Affairs

Consultant: Vismor, McGill and Bell, Inc., Columbia, SC

Maximum Amount: \$26,800, 1/3 State, 2/3 federal funds

Time Period: 7/1/80 - 6/30/81

Purpose: To perform a demonstration project consisting of a study of the feasibility of a speculative building program in Jasper County.

(c) Highways and Public Transportation

Consultant: Kucera and Associates, Inc., Atlanta, Georgia

Maximum Amount: \$10,020, 90% federal, 10% State funds

Time Period: 1/20/81 plus 60 days

Purpose: To provide vertical ground control surveys and aerial mapping (200 scale - 5 ft. contour interval and also reduced copies, 400 scale) of an area in Spartanburg County under consideration for relocation of I-85 south of existing location as a necessary part of an environmental impact statement now in preparation.

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Information relating to this matter has been retained in these files and is identified as Exhibit 7.

FINANCE DIVISION (GRANTS AND CONTRACTS) (BLUE AGENDA #8) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board (a) approved indirect cost rate proposals for the Medical University, Midlands Technical College, Orangeburg-Calhoun Technical College, Greenville Technical College and the Forestry Commission; (b) authorized the Department of Health and Environmental Control to expend \$5,000 of donated funds; and (c) approved recommendations of the Grants and Contracts Subcommittee on a package of 32 projects dated 2/2/81 [for referral to the Joint Appropriations Review Committee of actions on (b) and (c)].

Information relating to this matter has been retained in these files and is identified as Exhibit 8.

GENERAL SERVICES - EASEMENT IN CHARLESTON COUNTY (BLUE AGENDA #9) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board approved an easement in Charleston County to Storer Cable of Carolina, Inc., to construct and maintain a submarine cable for the purpose of carrying RF television frequencies.

Information relating to this matter has been retained in these files and is identified as Exhibit 9.

DEPARTMENT OF CORRECTIONS - CAPITAL IMPROVEMENT PROGRAM REPORT FOR JANUARY 1981 (BLUE AGENDA #10) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board received as information a Department of Corrections Capital Improvement Program Progress Report for January 1981.

Information relating to this matter has been retained in these files and is identified as Exhibit 10.

LOCAL GOVERNMENT DIVISION - RURAL IMPROVEMENT PROJECTS FUNDED IN
JANUARY 1-30, 1981 PERIOD (BLUE AGENDA #11) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board received as information a Local Government Division report on rural improvement projects funded during the January 1-30, 1981 period listing 21 projects involving a total of \$307,317 of State grants approved and indicating that a balance of \$892,677 is available for grants, that \$2,540,243 in grants have been approved to date and that grant requests in the amount of \$417,080 are pending.

Information relating to this matter has been retained in these files and is identified as Exhibit 11.

FINANCE DIVISION (ENGINEERING) - PERMANENT IMPROVEMENT PROJECTS
RELEASED BY STAFF (BLUE AGENDA #12) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board received as information a Finance Division (Engineering) report that two Wildlife and Marine Resources Department permanent improvement projects were released by staff as follows:
(a) Broad and Sandy River boat ramp and (b) South Island ferry dock.

Information relating to this matter has been retained in these files and is identified as Exhibit 12.

PERSONNEL DIVISION - NEW HIRES FOR FY 1980-81 AS OF 2/3/81 (BLUE
AGENDA #13) - Upon a motion by Representative Mangum, seconded by Mr. Patterson, the Budget and Control Board received as information a State Personnel Division report on new hires made during the July 1 - September 30, 1980 quarter; during the October 1 - December 31, 1980 quarter; and during the January 1 - March 31, 1981 quarter through February 3.

Information relating to this matter has been retained in these files and is identified as Exhibit 13.

INDUSTRIAL COMMISSION - CIVIL CONTINGENT FUND REQUEST - Upon a motion by Mr. Patterson, seconded by Representative Mangum, the Budget and Control Board allocated not to exceed \$3,400 from the Civil Contingent Fund to the Industrial Commission to finance required physical examinations in cases which are not compensable during the remainder of the current fiscal year and suggested that the Commission seek a supplemental appropriation for the additional personal service funds requested from the Civil Contingent Fund.

This Board action was taken in response to Executive Director John Nabors' request for an allocation of the \$3,400 from the Civil Contingent Fund for physical examinations and a request for \$4,794 from that Fund to finance adjustments of the salaries of various employees following a realignment of their duties.

Information relating to this matter has been retained in these files and is identified as Exhibit 14.

ADJUTANT GENERAL'S OFFICE - REQUESTED RELEASE OF 1980 BOND FUNDS - Upon a motion by Mr. Patterson, seconded by Representative Mangum, the Budget and Control Board approved a loan of \$268,433 from the Ordinary Sinking Fund to temporarily finance construction work on four armories for the Adjutant General's Office pending release of funds authorized in the 1980 Bond Act for these purposes, subject to review by the Joint Bond Review Committee, on the condition that staff investigate the possibility of a similar loan to the John de la Howe School to finance the connection of its water lines to the McCormick County system temporarily pending release of 1980 bond funds authorized for this purpose and to consummate this loan if found feasible.

Information relating to this matter has been retained in these files and is identified as Exhibit 15.

EXECUTIVE DIRECTOR'S OFFICE - PERMANENT IMPROVEMENT REQUESTS AND CAPITAL IMPROVEMENT BOND AUTHORIZATIONS - The Budget and Control Board received as information an incomplete report on the December 31, 1980 status of Capital Improvement Bond authorizations through 1980 and a compilation of requests for permanent improvement funding authorizations to be considered during the 1981 session.

Information relating to this matter has been retained in these files and is identified as Exhibit 16.

FINANCE DIVISION (GRANTS SERVICES) - WAIVER OF UNPAID CLAIMS - Upon a motion by Mr. Patterson, seconded by Representative Mangum, the Budget and Control Board concurred in a decision by the Commissioner and Board of the Department of Social Services in the termination of efforts to collect debt due the Department of Social Services and the federal government relating to audit exceptions under Title IV-A and Title VI from various State agencies, school districts, counties, and private non-profit organizations in the amount of \$1,276,405 and directed that \$669,882.54 of funds held in a separate account to the credit of the Department of Mental Health pending the resolution of these audit matters be returned to the general fund.

Information relating to this matter has been retained in these files and is identified as Exhibit 17.

[Secretary's Note: Senator Dennis joined the meeting during the consideration of this item.]

FINANCE DIVISION (STATE AUDITOR) - REPORT ON FULL-TIME EQUIVALENT STUDENTS, FALL 1980 - Upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board approved a report on full-time equivalent students, Fall 1980 enrollment at colleges and universities (excluding the Medical University) as presented by State Auditor Vaughn.

Information relating to this matter has been retained in these files and is identified as Exhibit 18.

GENERAL SERVICES - INSTALLMENT PURCHASE AGREEMENTS - Upon a motion

by Mr. Mangum, seconded by Mr. Patterson, the Budget and Control Board approved the acquisition by the University of South Carolina of two IBM copier II machines and by the Department of Social Services of a used IBM word processor and a companion piece of equipment under installment purchase agreements including an interest rate of 10.5% on the condition that a formal determination be made that the agencies involved do not have sufficient funds available to purchase the referenced equipment outright in a lump sum payment. In this same action, the Board authorized the Attorney General's Office, Child Support Enforcement, to acquire one used IBM System 6, model 450, under an installment purchase agreement including an interest rate of 10.5%, after having been advised that the Attorney General's Office does not have sufficient funds available to purchase this item outright. The Board also agreed to pursue the establishment of an overall policy on the acquisition of equipment.

Information relating to this matter has been retained in these files and is identified as Exhibit 19.

GENERAL SERVICES - TEN-YEAR LEASE FOR EMPLOYMENT SECURITY COMMISSION -

Upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board authorized the Employment Security Commission to enter into a ten-year lease agreement for office space in Seneca in return for receiving proposals on a competitive basis from private interests to construct suitable office space on the understanding that any lease would have to be approved by General Services on behalf of the Board, upon the recommendation of the Division of General Services.

Information relating to this matter has been retained in these files and is identified as Exhibit 20.

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MEDICAL UNIVERSITY - REQUEST FOR BLANKET APPROVAL OF TRAVEL TO THE VIRGIN ISLANDS - Upon a motion by Senator Dennis, seconded by Mr. Patterson, the Budget and Control Board granted blanket approval to the travel of ten Medical University faculty members and research associates to St. Thomas, U. S. Virgin Islands, for the purpose of conducting research under a National Oceanic and Atmospheric Administration Cooperative Grant with the College of the Virgin Islands and agreed to amend travel regulations at the next opportunity so as to include the U. S. Virgin Islands with other areas of travel which do not require Board approval.

Information relating to this matter has been retained in these files and is identified as Exhibit 21.

FINANCE DIVISION (ENGINEERING) - REQUESTED RELEASE OF PRT PERMANENT IMPROVEMENT PROJECT - Upon a motion by Senator Dennis, seconded by Representative Mangum, the Budget and Control Board approved the release and temporary financing of a portion of the Hickory Knob golf course, phase II project for which bond funds are authorized in the 1980 Bond Act, on the condition that the \$227,544 required will be financed from other sources temporarily and on the further understanding that the other sources could be permanently used to finance this project should circumstances prevent issuing the 1980 bonds.

Information relating to this matter has been retained in these files and is identified as Exhibit 22.

PERSONNEL DIVISION - REPORT ON DENTAL INSURANCE FEASIBILITY - Following Dr. Mullins' presentation of a brief summary of the results of the Personnel Division study, upon a motion by Representative Mangum, seconded by Senator Dennis, the Budget and Control Board postponed consideration of a Personnel Division report on the feasibility of a dental insurance program.

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FUTURE MEETING - The Budget and Control Board agreed to hold its next meeting at 9:00 a.m. on Thursday, February 26, 1981.

EXECUTIVE SESSION - Upon a motion, by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board agreed to consider five contractual matters, three personnel matters, and to add two contractual matters to the executive session agenda for consideration whereupon Governor Riley declared the meeting to be in executive session.

RATIFICATION OF EXECUTIVE SESSION ACTIONS - The Budget and Control Board ratified the following actions taken in executive session:

(1) Agreed to taken under advisement a contractual matter relating to the issuance of hospital revenue bonds by Aiken County and agreed to render a decision in the matter at the next Board meeting;

(2) Concurred in an organization structure of the State Fire Marshal's Office as proposed by the State Fire Marshal;

(3) Concurred in an approach relating to outside audits as proposed by State Auditor Vaughn;

(4) Authorized the Division of General Services to issue a make and model computer procurement to be acquired on a month-to-month lease basis to meet an emergency situation;

(5) Directed staff of the Division of General Services to advise City of Columbia officials of the Board's view on City water rates;

(6) Authorized the State Election Commission to procure an IBM 8100 system for a total five-year cost of \$196,083;

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(7) Authorized Clemson University to procure 4,000,000 bytes of memory from IBM at a purchase price of \$165,000 plus tax;

(8) Authorized the Department of Social Services to enter into a \$20,000 contract to complete work on the MMIS;

(9) Appointed Alice Knolte to fill a position on the State Employee Grievance Committee; and

(10) Received as information and let the time expire on a State Employee Grievance Committee decision involving the Department of Mental Health.

The meeting was adjourned at 12:50 p.m.

[Secretary's Note: In compliance with Section 9 of Act 593 of 1978 (the Freedom of Information Act), public notice of and the agenda for this meeting were posted on bulletin boards in the office of the Governor's Press Secretary in the State House and near the Board Secretary's office in the Wade Hampton Office Building at 8:30 a.m. on Monday, February 9, 1981.]

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FEB 26 1981

The State of South Carolina



EXHIBIT

FEB 10 1981

NO. 1

STATE BUDGET & CONTROL BOARD

Office of the Attorney General

KAREN LeCRAFT HENDERSON
Senior Assistant Attorney General

WADE HAMPTON OFFICE BUILDING
POST OFFICE BOX 11549
COLUMBIA S.C. 29211
TELEPHONE 803-758-8667

DANIEL R. McLEOD
ATTORNEY GENERAL

February 9, 1981

Honorable William T. Putnam
Executive Director
State Budget and Control Board
Wade Hampton State Office Building
Columbia, South Carolina

Re: \$700,000 Greenville County, South
Carolina, Industrial Revenue Bonds,
Series 1981 (Keys Project)

Dear Mr. Putnam:

Regarding the above-referenced bonds, we have reviewed the Petition and other documents submitted to the Budget and Control Board for its approval pursuant to Sections 4-29-10 et seq., CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, and the same appear, in our opinion, to be in order.

With kind regards,

A handwritten signature in cursive script that reads "Karen LeCraft Henderson".

Karen LeCraft Henderson
Senior Assistant Attorney General

KLH:jvh

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EXHIBIT

FEB 10 1981 NO. 1

RESOLUTION
OF
THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA
STATE BUDGET & CONTROL BOARD

APPROVING AN UNDERTAKING BY GREENVILLE COUNTY, SOUTH CAROLINA, PURSUANT TO CHAPTER 29 OF TITLE 4 OF THE 1976 CODE OF LAWS OF SOUTH CAROLINA, AS AMENDED, TO ASSIST IN FINANCING THE ACQUISITION AND INSTALLATION OF EQUIPMENT AND MACHINERY FOR THE PURPOSE OF EXPANDING THE PRINTING AND PUBLISHING FACILITY OF KEYS PRINTING COMPANY THROUGH THE ISSUANCE OF ITS \$700,000.00 GREENVILLE COUNTY, SOUTH CAROLINA, INDUSTRIAL REVENUE BOND (KEYS PROJECT) SERIES 1981.

WHEREAS, the County Council of Greenville County, South Carolina (the "County Council"), pursuant to Chapter 29 of Title 4 of the 1976 Code of Laws of South Carolina, as amended (the "Act"), has petitioned the State Budget and Control Board of South Carolina (the "State Board"), seeking approval from the State Board of a financial undertaking proposed by Greenville County, South Carolina (the "County"); and

WHEREAS, the undertaking provides for the issuance and sale to The Citizens and Southern National Bank of South Carolina (the "Bank") of a Seven Hundred Thousand Dollar (\$700,000.00) Greenville County, South Carolina Industrial Revenue Bond (Keys Project) Series 1981 (the "Bond") pursuant to the Act, the proceeds of which will be used to finance the acquisition, and installation of equipment and machinery (the "Project") for the purpose of expanding the printing and publishing facility of Keys Printing Company located in the County;

WHEREAS, the Bank has agreed to purchase the Bond; and

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WHEREAS, the proceeds of the Bond will be loaned by the County to Keys Printing Company, a South Carolina corporation (the "Company"), in exchange for its Seven Hundred Thousand Dollar (\$700,000.00) note (the "Company Note") providing for payments to the County sufficient to meet the payment schedule on the Bond; and

WHEREAS, the Company will own the Project and will secure payments under the Company Note by granting to the County a security interest in the Project; and

WHEREAS, the County will secure payment of the Bond by granting to the Bank a security interest in the Company Note and in the security interest in the Project granted by the Company and will conditionally assign to the Bank the Company Note and this security interest; and

WHEREAS, the Company will unconditionally guarantee payment of the Bond; and

WHEREAS, the general terms of the principal loan documents contemplated in connection with this transaction have been reviewed by the Attorney General of South Carolina on behalf of the State Board; and

WHEREAS, the State Board has made such independent investigation as it has deemed advisable.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

1. That it has been found and determined by the State Board as follows:

(a) The statement of facts set forth in the recitals of this Resolution are in all respects true and correct;

(b) The County Council has filed with the State Board pursuant to the Act a proper petition reciting facts which are in all respects true and correct;

(c) The Project is reasonably estimated to cost from approximately Seven Hundred Thousand Dollars (\$700,000.00) to approximately Seven Hundred and Fifty Thousand Dollars (\$750,000.00);

(d) The project will create approximately eight jobs in the County and will be of benefit to the state of South Carolina, and to the County and adjacent areas in particular;

(e) The project is intended to promote the purposes of the Act and is reasonably anticipated to effect this result.

2. That on the basis of the foregoing findings the proposed undertaking of the County to finance the Project through the issuance of the Bond pursuant to the Act (including changes in any details of the financing consummated which do not materially affect the undertaking) is hereby approved.

3. That notice of this action taken by the State Board in giving its approval to the undertaking of the County, shall be published in The Greenville News, which is a newspaper published in Greenville, South Carolina, and having general circulation in the County.

4. That notice to be published shall be in form substantially as set forth as Exhibit "A" of this Resolution.

STATE OF SOUTH CAROLINA

CERTIFICATION

COUNTY OF RICHLAND

I, WILLIAM A. McINNIS, Secretary to the State Budget and Control Board of South Carolina, DO HEREBY CERTIFY:

That the State Budget and Control Board of South Carolina (the "Board") is composed of the following:

His Excellency, Richard W. Riley, Governor and Chairman of the Board;

The Honorable Grady L. Patterson, Jr., State Treasurer;

The Honorable Earle E. Morris, Jr., Comptroller General;

The Honorable Rembert C. Dennis, Chairman of the Senate Finance Committee; and

The Honorable Tom G. Mangum, Chairman of the House Ways and Means Committee.

That due notice of a meeting of the Board, called to be held in Columbia, South Carolina at _____, Tuesday, February 10, 1981, was given to all members in writing, at least four (4) days prior to said meeting; that all members of said Board were present at said meeting, with the exception of:

That at that meeting, a Resolution, of which the attached is a true, correct and verbatim copy, was introduced by _____, who moved its adoption; said motion was seconded by _____, and upon the vote being taken and recorded it appeared that the following votes were cast:

FOR MOTION

AGAINST MOTION

That the Chairman thereupon declared the Resolution duly adopted and the original thereof has been duly entered in the permanent records of minutes of meetings of the Board in my custody as its Secretary.

Secretary

February 10, 1981

14405

NOTICE OF APPROVAL OF PROJECT

BY

THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA

Notice is hereby given that the State Budget and Control Board of South Carolina (the "State Board") has approved the financing by Greenville County, South Carolina (the "County") of the aquisition and installation of equipment and machinery (the "Project") for the purpose of expanding the printing and publishing of Keys Printing Company in the County through the issuance of an Industrial Revenue Bond (Keys Project) Series 1981 in the principal amount of Seven Hundred Thousand Dollars (\$700,000.00) (the "Bond"), pursuant to the provisions of Chapter 29 of Title 4 of the 1976 Code of Laws of South Carolina, as amended.

The proceeds of the Bond will be loaned by the County to Keys Printing Company, a South Carolina corporation (the "Company"), in exchange for its Seven Hundred Thousand Dollar (\$700,000.00) note (the "Company Note") providing for payments to the County sufficient to meet the payment schedule on the Bond. The Company will own the Project and will secure payments to be made under the Company Note by granting to the County a security interest in the Project, which will constitute a foreclosable lien upon the Project. The Bond will be payable by the County solely from payments received by the County under the Company Note. Neither the Project or Bond, nor any charges in connection with the Project or Bond, shall constitute or give rise to a pecuniary

liability of the County or a charge against the general credit or taxing power of the County.

When completed, the Project is reasonably estimated to create eight jobs in the County.

Notice is given that any interested party may at any time within twenty (20) days after the date of publication of this notice, but not afterwards, challenge the validity of the action of the State Board in approving this undertaking of the County by action de novo instituted in the Court of Common Pleas in the County.

STATE BUDGET AND CONTROL BOARD OF
SOUTH CAROLINA

By: s/William A. McInnis
Secretary

EXHIBIT

FEB 10 1981 NO. 1

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

STATE BUDGET & CONTROL BOARD

I, WILLIAM A. McINNIS, Secretary to the South Carolina State Budget and Control Board, DO HEREBY CERTIFY:

That the said State Budget and Control Board (the Board) is composed of the following:

His Excellency, Richard W. Riley, Governor and Chairman of the Board;

The Honorable Grady L. Patterson, Jr., State Treasurer;

The Honorable Earle E. Morris, Jr., Comptroller General;

The Honorable Rembert C. Dennis, Chairman of the Senate Finance Committee; and

The Honorable Tom G. Mangum, Chairman of the House Ways and Means Committee.

That due notice of a meeting of the Board, called to be held in Columbia, South Carolina at 10:00 a.m., Tuesday, February 10, 1981, was given to all members in writing, and at least four (4) days prior to said meeting; that all members of said Board were present at said meeting, with the exception of:

Senator Rembert C. Dennis
Mr. Earle E. Morris, Jr.

That at said meeting, a Resolution, of which the attached is a true, correct and verbatim copy, was introduced by Rep. Mangum, who moved its adoption; said motion was seconded by Mr. Patterson, and upon the vote being taken and recorded it appeared that the following votes were cast:

FOR MOTION

3

AGAINST MOTION

0

That the Chairman thereupon declared the Resolution unanimously adopted and the original thereof has been duly entered in the permanent records of minutes of meetings of said Board in my custody as its Secretary.

Secretary

February 26, 1981

14408

EXHIBIT

February 2, 1981

FEB 10 1981 NO. 1

State Budget and Control Board of South Carolina
c/o Mr. William McInnis
Post Office Box 11333
Columbia, South Carolina 29211

STATE BUDGET & CONTROL BOARD

Gentlemen:

Re: Seven Hundred Thousand Dollar Greenville County, South
Carolina, Industrial Revenue Bond (Keys Project) Series 1981.

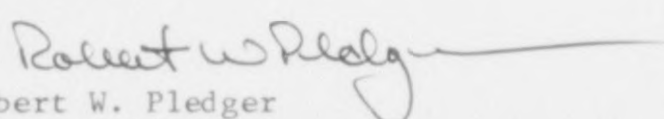
The Citizens and Southern National Bank of South Carolina has negotiated with Greenville County, South Carolina, for the purchase of its \$700,000.00 Industrial Revenue Bond which, upon the receipt of your approval, will be issued to provide financial assistance to Keys Printing Company. To induce the bank to purchase this bond, Keys Printing Company has supplied to the bank its financial statements. The bank has found the statements to be satisfactory and has agreed to purchase this bond provided that the terms of its commitment letter are met.

The bank has no present intention of distributing this bond or any portion of this bond to the public, although it does reserve the right to do so should its corporate needs so dictate.

To secure payment of this bond, the County proposes to provide to the bank a security interest in a note to be given by Keys Printing Company to the County in exchange for the proceeds of this bond. Also, the County will grant to the bank a security interest in the security interest to be granted by Keys Printing Company to the County in certain equipment to be acquired Keys Printing Company and installed with the proceeds from the bond.

The payments by Keys Printing Company under its note to Greenville County, South Carolina, will be sufficient to meet the repayment schedule associated with this bond.

Sincerely,


Robert W. Pledger
Vice President

144C9

C. GRANVILLE WYCHE
ALFRED F. BURGESS
C. THOMAS WYCHE
DAVID L. FREEMAN
JAMES C. PARHAM, JR.
JAMES M. SHOEMAKER, JR.
WILLIAM W. KEHL
CHARLES W. WOFFORD
LARRY D. ESTRIDGE
D. ALLEN GRUMBINE
CARY H. HALL, JR.
CARL F. MULLER
HENRY L. PARR, JR.
BRADFORD W. WYCHE
ERIC B. AMSTUTZ*

*ADMITTED TO S. C. BAR ONLY

WYCHE, BURGESS, FREEMAN & PARHAM

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

GREENVILLE, SOUTH CAROLINA 29603

February 4, 1981

FEB 04 1981

POST OFFICE BOX 10207
44 EAST CAMPERDOWN WAY
CABLE ADDRESS: JURAL
TELEPHONE 803-242-3131

→ To Karen Henderson, please
2/5/81

EXHIBIT

State Budget and Control Board
of South Carolina
c/o Mr. William McInnis
212 Wade Hampton Office Building
Columbia, South Carolina

FEB 10 1981 NO. 1

STATE BUDGET & CONTROL BOARD

Re: Seven Hundred Thousand Dollars (\$700,000.00)
Greenville County, South Carolina Industrial
Revenue Bond (Keys Project) Series 1981

Gentlemen:

We ask that the State Budget and Control Board, at its meeting on February 10, 1981, adopt the enclosed Resolution in connection with the proposed Greenville County Industrial Revenue Bond (Keys Project) Series 1981.

Enclosed please find one original and six copies of the proposed State Budget and Control Board Resolution. We would be grateful if each of these copies would be signed by Mr. McInnis and returned to us if and when the Board has acted favorably on our request. Also enclosed for the Board's review are the originals and one copy of the underlying Bond documents substantially in the form in which they will appear at the closing.

Very truly yours,

Carl F. Muller

Carl F. Muller

CFM/sck

Enclosures

14410

C. GRANVILLE WYCHE
ALFRED F. BURGESS
C. THOMAS WYCHE
DAVID L. FREEMAN
JAMES C. PARHAM, JR.
JAMES M. SHOEMAKER, JR.
WILLIAM W. KEHL
CHARLES W. WOFFORD
LARRY D. ESTRIDGE
D. ALLEN GRUMBINE
CARY H. HALL, JR.
CARL F. MULLER
HENRY L. PARR, JR.
BRADFORD W. WYCHE
ERIC B. AMSTUTZ*

WYCHE, BURGESS, FREEMAN & PARHAM

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

GREENVILLE, SOUTH CAROLINA 29603

February 4, 1981

POST OFFICE BOX 10207
44 EAST CAMPERDOWN WAY
CABLE ADDRESS: JURAL
TELEPHONE 803-242-3131

*ADMITTED TO D. C. BAR ONLY

EXHIBIT

FEB 10 1981 NO. 1

STATE BUDGET & CONTROL BOARD

Mr. Frank Sloan
Deputy Attorney General
Office of the Attorney General
Post Office Box 11549
Columbia, South Carolina 29211

Dear Mr. Sloan:

We are asking the State Budget and Control Board, at its meeting on February 10, 1981, to adopt a Resolution in connection with a proposed Greenville County Industrial Revenue Bond (Keys Project) Series 1981.

I enclose for your review a copy of each of the documents I have sent today to the State Budget and Control Board. These documents are substantially in the form in which they will appear at the closing.

Very truly yours,

Carl F. Muller

Carl F. Muller

CFM/sck

Enclosures

RECEIVED
S. C. ATTORNEY GENERAL
FEB 04 1981
DATE _____

14411

EXHIBIT

FEB 10 1981

NO. 1

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

STATE BUDGET & CONTROL BOARD

PETITION

TO: THE STATE BUDGET AND CONTROL
BOARD OF SOUTH CAROLINA

The County Council of Greenville County (the "County Council") would respectfully report unto the State Budget and Control Board of South Carolina the following findings:

1. The County Council is the governing body of Greenville County, South Carolina (the "County") as established by law, and as such, is the "governing board" described in Chapter 29 of Title 4 of the 1976 Code of Laws of South Carolina, as amended, (the "Act").

2. The Act authorizes and empowers the County, acting through the County Council, if it shall comply with the provisions set forth in the Act, to assist industrial enterprises in the financing of land, buildings, equipment, machinery and other improvements deemed necessary, suitable or useful for the manufacture, processing, warehousing or distribution of agricultural or manufactured products and, for that purpose, to issue industrial development revenue bonds.

14412

3. The County, acting through the County Council, has agreed with Keys Printing Company, a South Carolina corporation (the "Company"), that the County will undertake, through the issuance and sale of an industrial development revenue bond pursuant to the Act, to assist in the financing of the acquisition and installation of equipment and machinery to be owned by the Company and located in the County (the "Project") for the purpose of the expansion of its printing and publishing facilities. In this connection, the County, acting through the County Council, has, pursuant to the Act, agreed to issue and sell its Greenville County, South Carolina, Industrial Revenue Bond (Keys Project) Series 1981 (the "Bond") in an amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00).

4. The cost of the Project will be approximately Seven Hundred and Fifty Thousand Dollars (\$750,000.00) and in order to finance the cost of the Project, it will be necessary for the County to issue its Bond.

5. When completed the Project will create approximately eight jobs.

6. The Project will subserve the purposes of the Act and the project will have a beneficial effect upon the economy of South Carolina and the County, in particular, by promoting the development of industrial enterprise.

7. The County, by providing this financial assistance to the Company for development of the Project, will incur no pecuniary liability; nor will it incur a charge against its general credit or taxing power.

8. The Citizens and Southern National Bank of South Carolina (the "Bank") has agreed to purchase the Bond at par value without discount.

9. The proposed loan documents will provide, among other things, the following:

(a) To finance the cost of the construction and equipping of the Project, the County will issue its Bond in an amount not to exceed \$750,000. The Bond will be secured by a pledge of a note in the same amount as the Bond to be delivered by the Company to the County in exchange for the Bond proceeds. The Bond will be further secured by an assignment by the County to the Bank of a security interest in the Project to be granted to the County by the Company;

(b) The security interest to be granted by the Company to the County will be conventional in form and will constitute a foreclosable lien upon the Project. Included in the granting clause of the security agreement will be all personal property acquired for the Project;

(c) The proceeds derived from the issuance and sale of the Bond will be loaned by the County to the Company and used solely to pay the costs incident to the acquisition, construction and equipping of the Project;

(d) The issuance and sale of the Bond by the County shall impose upon the County no pecuniary liability; nor shall this create a charge upon its general credit or taxing power;

(e) The payments to be made by the Company to the County under the Company's note will be sufficient to enable the County to make all payments (including principal and interest) required of the County under the Bond;

(f) The loan agreement will require that the Company pay for all maintenance required to keep the Project in good repair and all insurance required to keep the Project properly insured;

(g) No reserves for payment of the Bond or maintenance or insurance on the Project shall be required in view of the financial stability of the Company;

(h) The proposed documents will be substantially in the form commonly used in connection with the issuance of industrial revenue bonds.

Upon the basis of the foregoing, the County, acting through the County Council, respectfully prays that the State Budget and Control Board of South Carolina accept the filing of this Petition; that it make a prompt and independent investigation of the Project; that it find that the proposed Project will promote the purposes of the Act and that the proposed Project is reasonably anticipated to effect this result; that it approve the Project and the issuance and sale of the Bond, including changes in any details of the proposed financing as finally consummated which do not materially affect this undertaking; and that it give published notice of its approval in the manner set forth in the Act.

Respectfully submitted,

COUNTY COUNCIL OF GREENVILLE COUNTY

By: H. Michael Spivey
Chairman of County Council
Greenville County South Carolina

January 27, 1981

EXHIBIT

FEB 10 1981

NO. 1

STATE BUDGET & CONTROL BOARD

GREENVILLE COUNTY, SOUTH CAROLINA

\$700,000

INDUSTRIAL REVENUE BOND

(KEYS PROJECT)

SERIES 1981

BOND ORDINANCE

14417

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE BY GREENVILLE COUNTY, SOUTH CAROLINA TO CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA OF ITS SEVEN HUNDRED THOUSAND DOLLAR GREENVILLE COUNTY, SOUTH CAROLINA, INDUSTRIAL REVENUE BOND (KEYS PROJECT) SERIES 1981 TO FINANCE THE ACQUISITION AND INSTALLATION OF EQUIPMENT AND MACHINERY FOR THE PURPOSE OF EXPANDING THE PRINTING AND PUBLISHING FACILITY OF KEYS PRINTING COMPANY; AUTHORIZING THE LOAN BY THIS COUNTY OF THE PROCEEDS OF THIS BOND TO KEYS PRINTING CO. TO ACQUIRE AND INSTALL SAID MACHINERY AND EQUIPMENT; AUTHORIZING THE PURCHASE BY THIS COUNTY FROM THIS CORPORATION OF A \$700,000 NOTE TO PROVIDE FOR PAYMENT OF ALL AMOUNTS PAYABLE UNDER THIS BOND; AUTHORIZING THE ACCEPTANCE BY THIS COUNTY FROM THIS CORPORATION OF A SECURITY INTEREST IN CERTAIN PERSONAL PROPERTY OF THIS CORPORATION TO SECURE PAYMENT OF ALL AMOUNTS PAYABLE UNDER THIS NOTE; AUTHORIZING THE CONDITIONAL ASSIGNMENT OF THIS NOTE AND THIS SECURITY INTEREST AND THE GRANTING OF A SECURITY INTEREST IN THIS NOTE AND THIS SECURITY INTEREST BY THIS COUNTY TO CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA IN ORDER TO SECURE PAYMENT OF ALL AMOUNTS PAYABLE UNDER THIS BOND; AND AUTHORIZING OTHER RELATED MATTERS.

WHEREAS, Greenville County, South Carolina is authorized and empowered by the provisions of Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended, to loan money to private corporations in order to promote the industrial development of South Carolina and to develop trade in South Carolina by inducing industrial enterprises to locate and remain in South Carolina and thus utilize and employ manpower and other resources of South Carolina; and

WHEREAS, Greenville County, South Carolina is further authorized by this statute to issue industrial revenue bonds payable solely out of payments which it shall receive from

private corporations that have been granted these industrial development loans; and

WHEREAS, Keys Printing Co. has sought the assistance of Greenville County, South Carolina to finance the acquisition and installation of equipment and machinery for the purpose of expanding its printing and publishing facility in the County; and

WHEREAS, this equipment and machinery will be of the character and will accomplish the purposes prescribed by the aforementioned statute; and

WHEREAS, Greenville County, South Carolina proposes to loan to Keys Printing Co. funds to finance the acquisition and installation of said equipment and machinery (and necessary related expenses); and

WHEREAS, it has been determined that, in order to finance said equipment and machinery and these necessary related expenses, Greenville County, South Carolina will be required to issue, sell and deliver to Citizens and Southern National Bank of South Carolina, its Greenville County, South Carolina, Industrial Revenue Bond (Keys Project), Series 1981, in the principal amount of Seven Hundred Thousand Dollars.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Greenville County, South Carolina, in meeting duly assembled:

ARTICLE I
DEFINITIONS

The terms defined in this section for all purposes of this Ordinance shall have the respective meanings specified in this section.

"ADMINISTRATOR" means the County Administrator of the County or, in his absence, any person authorized to act in his stead.

"BANK" means Citizens and Southern National Bank of South Carolina, its successors and assigns, or, if the Bank shall sell the Bond, then the subsequent lawful holder(s) of the Bond from time to time.

"BOND" means the \$700,000 Greenville County, South Carolina, Industrial Revenue Bond (Keys Project) Series 1981 to be issued, sold and delivered to the Bank by the County. The Bond will be substantially in the form attached as Exhibit A to the Loan Agreement.

"CHAIRMAN" means the duly elected Chairman of County Council or, in his absence, the Vice-Chairman of County Council.

"CLERK" means the Clerk of County Council, or, in her absence, any person authorized to act in her stead.

"CODE" means the Internal Revenue Code of 1954, as amended, and all applicable regulations.

"COMPANY" means Keys Printing Co., a South Carolina corporation, its successors and assigns.

"COMPANY NOTE" means the \$700,000 note to be sold and delivered by the Company to the County in exchange for the loan by the County to the Company of the Bond proceeds. The Company Note will be substantially in the form attached as Exhibit C to the Loan Agreement.

"COMPANY SECURITY AGREEMENT" means the Security Agreement between the County and the Company in which the Company grants to the County a security interest in the Project as hereinafter defined, and any replacements of the Project and any proceeds from the disposition of the Project. The Company Security Agreement will be substantially in the form attached as Exhibit D to the Loan Agreement.

"CONSTRUCTION FUND" means the account to be established by the Company at the Bank with the proceeds from the sale and delivery of the Company Note.

"COUNTY" means Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns.

"COUNTY COUNCIL" means the County Council of the County, and any successor body.

"LOAN AGREEMENT" means the Loan Agreement between the County and the Company which recites the terms and conditions of the loans to be made by the Bank to the County and by the County to the Company to finance the Project. The Loan Agreement will

be substantially in the form attached as Exhibit X to this Ordinance.

"PROJECT" means the equipment and machinery acquired and installed by the Company with the proceeds from the Company Note for the purpose of expanding its printing and publishing facility in the County.

"SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT" means the Security Agreement and Conditional Assignment between the County and the Bank (1) in which the County grants to the Bank a security interest in its rights in and to the Company Note, the Company Security Agreement, all amounts received under such documents and all proceeds from the disposition of such documents, and (2) in which the Company conditionally assigns to the Bank its rights in and to such documents, all amounts received under such documents and all proceeds from the disposition of such documents. The Security Agreement and Conditional Assignment will be substantially in the form attached as Exhibit B to the Loan Agreement.

ARTICLE II

TERMS OF THE BOND AND THE COMPANY NOTE

SECTION 201. RESTRICTION ON ISSUANCE. No Bond shall be issued under this Ordinance except in accordance with the provisions of this Ordinance.

SECTION 202. ISSUANCE OF BOND. The Bond, dated as of its date of delivery, shall be issued by the County upon the request of the Company and the Bank. The Bond shall be sold at par and shall bear interest at sixty-eight per cent (68%) of the prime commercial lending rate charged by the Bank from time to time. However, if interest on the Bond is or becomes includable in the United States taxable income of the Bank (other than by reason of the Bank being or becoming a "substantial user" or a "related person" thereto as those terms are used for purposes of the Code or as any similar terms are used in any similar United States law), the County shall pay to the Bank a rate of interest equal to the prime commercial lending rate charged from time to time by the Bank during the period when interest on the Bond was subject to this taxation.

Interest only on the Bond shall be due and payable on _____, 1981 and for the first twenty-three (23) months thereafter. Beginning on _____, 1983, principal shall be repaid in one hundred and twenty (120) equal monthly installments. Interest accrued to date on the then outstanding principal shall be due at the time of each monthly principal payment. Each payment shall be due at the end of each month and shall cover the amount accrued during that month. The final payment of

principal and interest shall be due on _____, 1993 unless the Bank shall have accelerated payment or the County shall have made prepayments in accordance with the terms of the Bond.

SECTION 203. LIMITED OBLIGATION. The Bond and all payments required under the Bond (including principal, interest and related costs) shall be a limited obligation of the County payable by the County solely from payments received by the County under the Company Note. This Ordinance, the Loan Agreement, the Bond, the Company Security Agreement, the Security Agreement and Conditional Assignment and all obligations of the County arising under or related to these documents, do not now and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

SECTION 204. DELIVERY OF THE BOND. The County shall issue, sell and deliver the Bond to the Bank or a representative of the Bank.

SECTION 205. PURCHASE OF COMPANY NOTE. Simultaneous with the issuance, sale and delivery of the Bond, the County shall purchase the Company Note, which shall be dated as of its date of delivery. The County is hereby authorized and directed to purchase and accept delivery of the Company Note substantially in the form of Exhibit C to the Loan Agreement. The Company Note shall be purchased at par, and shall provide for payments of principal, interest and costs sufficient to pay when due all amounts payable under the Bond.

ARTICLE III

PREPAYMENT OF THE BOND

SECTION 301. BOND PREPAYABLE AT OPTION OF COUNTY. The County shall have the right at any monthly payment date to prepay the Bond in whole or in part without penalty. Any partial prepayment shall be applied to the unpaid installments of principal in the inverse order of their maturities.

SECTION 302. MANDATORY PREPAYMENT. In the event that the Company shall default on and be required to prepay in whole and not in part the Company Note, the County, at the same time and upon the election of the Bank, shall be required to prepay the Bond in whole and not in part. The prepayment price in that event shall be par plus interest accrued in accordance with the terms of the Bond to the date of prepayment plus any other amounts due under the terms of the Bond, including collection expenses and attorneys' fees.

ARTICLE IV
DOCUMENTATION

SECTION 401. AUTHORIZATION, EXECUTION AND DELIVERY OF
DOCUMENTS.

The County is authorized and directed to execute, seal, deliver and perform its obligations under the Bond, the Loan Agreement, the Company Security Agreement, and the Security Agreement and Conditional Assignment, each substantially in the form attached as an Exhibit to this Ordinance or the Loan Agreement. The County is authorized and directed, prior to such execution, sealing and delivery of these documents, to make any changes or modifications in the form of any or all of these documents which may be required or deemed appropriate by the Chairman in order to accomplish the purposes of the transactions authorized by this Ordinance and which the Chairman shall determine do not materially affect adversely the interest of the County under these documents. The County is authorized and directed to execute, seal and deliver or to accept all other closing documents which may be requested by the Bank and which the Chairman shall determine do not materially affect adversely the interests of the County. All documents to be executed by the County shall be signed and sealed by the Chairman and Administrator, and the Clerk shall attest to their signatures. The execution, sealing and delivery of each document shall be conclusive evidence of its due execution, sealing and delivery in accordance

with the terms of this Ordinance, and each such document shall thereupon become binding and enforceable against the County.

SECTION 402. CONDITION OF COUNTY'S OBLIGATION; PAYMENT OF PRINCIPAL AND INTEREST. Any obligation for the payment of money incurred by the County pursuant to this Ordinance or to any documents executed in connection with the transactions authorized by this Ordinance shall not create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers, but shall be payable solely from payments received by the County under the Company Note, which shall be specifically pledged to the payment of the Bond, and under the Company Security Agreement. Nothing in this Ordinance, the Bond or any document executed in connection with the transactions authorized by this Ordinance shall be considered as pledging any other funds or assets of the County.

ARTICLE V

CUSTODY AND APPLICATION OF PROCEEDS

SECTION 501. BOND ACCOUNT. The County shall establish with the Bank an account to bear the designation "Greenville County (Keys Project) Series 1981 Industrial Bond Account." All of the proceeds from the issuance and sale of the Bond shall be deposited in that account. Upon the purchase of the Company Note by the County from the Company all funds in that account shall be transferred to the Construction Fund for disbursement in accordance with the terms of the Loan Agreement.

SECTION 502. APPLICATION OF PROCEEDS. The proceeds from the issuance, sale and delivery of the Bond shall be used by the County exclusively to purchase the Company Note. All of the proceeds from the sale and delivery of the Company Note shall be used exclusively by the Company for the Project and to pay the necessary expenses related thereto. Pending completion of the Project, the Company shall have the right to invest the proceeds from the sale and delivery of the Company Note in accordance with the guidelines contained in the Loan Agreement and shall have the right to retain the earnings from those investments.

ARTICLE VI

MISCELLANEOUS

SECTION 601. SEVERABILITY. If any provision of this Ordinance shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any jurisdiction or jurisdictions, or in all jurisdictions, or in any case or cases or in all cases because it conflicts with any constitution or statute or rule of law or public policy, or for any other reason, that circumstance shall not have the effect of rendering the provision in question otherwise inoperative or unenforceable, or of rendering any other provision invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Ordinance, shall not affect the remaining portions of this Ordinance.

SECTION 602. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall take effect immediately upon third reading by the County Council.

ADOPTED AT THIRD
READING ON
MARCH __, 1981

COUNTY COUNCIL OF GREENVILLE,
COUNTY SOUTH CAROLINA

ATTEST:

Mary Turner, Clerk

(SEAL)

By _____
H. Michael Spivey, Chairman,
County Council of Greenville
County

By _____
Frank Ellenburg
County Administrator,
Greenville County

EXHIBIT

FEB 10 1981 NO. 1

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
INDUSTRIAL REVENUE BOND (KEYS PROJECT)
SERIES 1981

STATE BUDGET & CONTROL BOARD

\$700,000.00

KNOW ALL MEN BY THESE PRESENTS that Greenville County, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), for value received, does promise to pay, but only from the source and upon the terms hereinafter provided, to the order of Citizens and Southern National Bank of South Carolina (hereinafter, together with its successors and assigns and any lawful subsequent holder of this Bond, termed "Holder"), at its principal office in the City of Greenville, State of South Carolina, or at such other place as the Holder may from time to time designate, the principal sum of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00) and to pay interest in arrears on said principal at the rate of sixty-eight per cent (68%) of the prime commercial lending rate charged by Citizens and Southern National Bank of South Carolina from time to time. However, if interest on this Bond is or becomes includable in the United States taxable income of the Holder of this Bond (other than by reason of the Holder being or becoming a "substantial user" or a "related person" thereto as those terms are used for purposes of the Internal Revenue Code of 1954, as amended, or as similar terms are used for purposes of any similar United States law), the County shall pay to the Holder of this Bond a rate of

14430

interest equal to the prime commercial lending rate charged by Citizens and Southern National Bank of South Carolina from time to time plus _____ percentage points during the period when interest on this Bond is subject to taxation.

Interest only on this Bond shall be due and payable on _____, 1981 and for the first twenty-three (23) months thereafter. Beginning on _____, 1983, principal shall be repaid in one hundred and twenty (120) equal monthly installments until _____, 1993, when the last such payment shall become due. Each of these one hundred and twenty (120) equal monthly installments of principal shall be _____ (\$_____). Interest accrued to date on the then outstanding principal shall be due at the time of each of these monthly principal payments.

Each payment shall be due at the end of each month and shall cover the amount accrued during that month. In the event that any payment date shall fall on a Sunday or a holiday, then payment shall be made on the next succeeding business day. The failure to make appropriate payment of interest or principal at the times specified shall give rise to a default, if after the lapse of one (1) day after the Holder shall have given actual written notice to the County of this failure, the County shall not make full payment.

Each installment paid shall be credited first to the interest due on this Bond and the balance remaining, after deducting

these sums, shall be credited to the principal amount of this Bond from time to time remaining unpaid. All the payments made on this Bond shall be payable in legal tender of the United States of America and in immediately available funds at the office of Citizens and Southern Bank of South Carolina in Greenville, South Carolina, or at such other place as the Holder may from time to time designate.

This Bond is issued for the purpose of providing funds for the County to loan to Keys Printing Company, a South Carolina corporation (the "Company"), which will in turn use these funds to acquire and install equipment and machinery for the purpose of expanding its printing and publishing facility located in the County (such equipment and machinery being hereinafter termed the "Project"). The Company shall use these funds solely to pay expenses incidental to the Project. The County offers this assistance in order to promote industry and to develop trade in the County and South Carolina.

This Bond is secured by a Security Agreement and Conditional Assignment dated as of March __, 1981 (the "Security Agreement and Conditional Assignment") between the County, as debtor, and the Holder, as secured party. The collateral under that Security Agreement and Conditional Assignment includes a \$700,000 Note made by the Company and payable to the order of the County (the "Company Note") and the proceeds of that Note. Payment of the Company Note is secured by a Security Agreement

dated as of March ___, 1981 (the "Company Security Agreement") between the Company, as debtor, and the County, as secured party.

The overall terms of this financing agreement are contained in a Loan Agreement among Citizens and Southern National Bank of South Carolina, the County and the Company, dated as of March ___, 1981 (the "Loan Agreement").

Copies of the Security Agreement and Conditional Assignment, the Company Note, the Company Security Agreement and the Loan Agreement are on file at the principal office of Citizens and Southern National Bank of South Carolina in Greenville, South Carolina. Reference is made to these agreements for a full description of the collateral, the obligations of the County and the Company and the rights and remedies of the Holder.

The County shall have the right at any monthly payment date to prepay this Bond in whole or in part without penalty. Any partial prepayment shall be applied first to the interest and any collection expenses then due on this Bond and then to the unpaid installments of principal in the inverse order of their regular maturities.

In the event the County shall default in the payment of principal or interest when the same becomes due under this Bond, or upon the occurrence of an Event of Default (and the expiration of any applicable cure period) under the Loan Agreement, the Holder may, at its option, by notice in writing to the County and the Company declare the entire unpaid balance hereunder

immediately due and payable and may take any action or proceeding at law or in equity which it may deem advisable for the protection of its interest to collect and enforce payment.

This Bond is issued pursuant to the authorization of and for the purposes prescribed by Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended, and pursuant to an ordinance duly adopted by the County Council of Greenville County, South Carolina, and with the approval of the State Budget and Control Board of South Carolina. This Bond is a limited obligation of the County and is payable by the County solely out of payments received by the County under the Company Note.

This Bond is not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Pursuant to the Loan Agreement and the Company Note, loan payments sufficient for the prompt payment of all amounts payable under this Bond are to be paid by the Company to the County for application to payments due under this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and for the execution and delivery of this Bond, the Loan Agreement, the Security Agreement and Conditional Assignment and the issuance of this Bond do exist, have happened and have

been performed in due time, form and manner as required by law;
and that the issuance of this Bond, together with all other
obligations of the County, does not exceed or violate any
constitutional or statutory limitation.

IN WITNESS WHEREOF, GREENVILLE COUNTY, SOUTH CAROLINA, has
caused this Bond to be executed, sealed and delivered by the
Chairman of County Council and the County Administrator with the
Clerk of County Council attesting, all on the ____ day of March,
1981.

(SEAL)

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____

H. Michael Spivey
Chairman of County Council

Attest: _____

Mary Turner
Clerk of County Council

By: _____

Frank Ellenburg
County Administrator

CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

AND

GREENVILLE COUNTY, SOUTH CAROLINA

SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT

DATED AS OF MARCH ___, 1981

14436

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SECURITY AGREEMENT
AND
CONDITIONAL ASSIGNMENT

TO ALL WHOM THESE PRESENTS MAY CONCERN, Greenville County, South Carolina, a political subdivision and a body politic and corporate of the State of South Carolina (the "County"), SENDS GREETINGS:

WHEREAS, the County is authorized and empowered by Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended (the "Act"), to lend funds to private corporations to assist in the acquisition and installation of the properties hereinafter described; and

WHEREAS, the County is further authorized by the Act to issue industrial revenue bonds for this purpose; and

WHEREAS, these industrial revenue bonds are limited obligations of the County payable by the County solely from revenues received by the County from private corporations as payments on notes sold and delivered to the County by these private corporations in exchange for the proceeds of these industrial revenue bonds; and

WHEREAS, the County has agreed to issue and sell its \$700,000 Industrial Revenue Bond (Keys Project) Series 1981 (the "Bond"); and

WHEREAS, Citizens and Southern National Bank of South Carolina, (the "Bank"), has agreed to purchase the Bond upon receipt from the County of adequate security for payment of all amounts payable under the Bond; and

WHEREAS, the County has agreed to loan to Keys Printing Company, a South Carolina corporation (the "Company"), the proceeds from the issuance and sale of the Bond upon receipt by the County of the Company's \$700,000 Note committing it to pay all amounts payable under the Bond and also upon receipt by the County from the Company of adequate security for payment of these amounts;

NOW, THEREFORE, KNOW ALL MEN, that in consideration of \$1.00 in hand paid before the execution and delivery of these presents and in consideration of the purchase by the Bank of the Bond and for the better securing of the payment of all amounts payable in accordance with the terms of the Bond and for the better securing of the payment of any other amounts herein specified, the County and the Bank agree as follows:

SECTION 1. SECURITY INTEREST.

The County does hereby convey, warrant, mortgage, pledge, assign and grant to the Bank, its successors and assigns, and the Bank does hereby accept, a first security interest in all and singular of the County's right, title and interest in, to or arising under the following:

(a) Note dated on or about March ___, 1981 in the principal amount of \$700,000 made by the Company and naming the County as payee (the "Company Note"), substantially in the form attached as Exhibit C to the Loan Agreement dated as of March ___, 1981 between the County, the Bank and the Company (the "Loan Agreement"); and

(b) Security Agreement between the County, as secured party, and the Company, as debtor, dated as of February 18, 1981 (the "Company Security Agreement"), in substantially the form attached as Exhibit D to the Loan Agreement; and

(c) All proceeds payable to the County from disposition by it of the Company Note and/or the Company Security Agreement; and

(d) All amounts payable to the County under the Company Note and the Company Security Agreement.

The things described in items (a) through (d), inclusive, hereinafter collectively shall be termed "Collateral."

The Bank, its successors and assigns, shall have and hold the Collateral forever; provided always, however, that this security interest is granted upon the express condition that if the County shall pay or cause to be paid all amounts payable to the Bank under the Bond, the Loan Agreement, and this Security Agreement and Conditional Assignment, then the security interest hereby granted shall cease and be utterly null and void; otherwise it shall remain in full force and effect.

SECTION 2. CONDITIONAL ASSIGNMENT.

The County does hereby conditionally assign to the Bank, its successors and assigns, and the Bank does hereby accept, as collateral security for payment of the Bond and any other amounts herein specified, all and singular of the County's rights, titles and interests in, to or arising under the following:

(a) Company Note; and

- (b) Company Security Agreement; and
- (c) All proceeds payable to the County from disposition by it of the Company Note and/or the Company Security Agreement; and
- (d) All amounts payable to the County under the Company Note and the Company Security Agreement.

These assignments are made upon the express condition that if the County shall pay or cause to be paid all the amounts payable to the Bank under the Bond, the Loan Agreement, and this Security Agreement and Conditional Assignment, then these assignments shall cease and be utterly null and void; otherwise they shall remain in full force and effect.

SECTION 3. PROTECTION OF COLLATERAL.

The County will not:

(a) by affirmative act consent to the creation or existence of any security interest in the Collateral except that granted to the Bank under this Security Agreement and Conditional Assignment; and

(b) sell, mortgage, transfer, assign or hypothecate its interest in the Collateral except in accordance with the terms of the Loan Agreement and this Security Agreement and Conditional Assignment.

SECTION 4. DEFAULTS AND OTHER PROVISIONS.

An "Event of Default" under this Security Agreement and Conditional Assignment shall occur if and where there shall be a default by the County or the Company under:

- (a) the Loan Agreement; or
- (b) the Bond; or
- (c) the Company Note; or
- (d) the Company Security Agreement.

SECTION 5. BANK'S RIGHTS.

The County agrees that when any Event of Default has occurred and is continuing:

(a) The Bank shall have the rights, duties and remedies of a secured party and the County shall have the rights and duties of a debtor under the Uniform Commercial Code of the State of South Carolina, regardless of where action may be taken to enforce those rights and duties; and

(b) The Bank may, by notice in writing to the County, declare the entire unpaid balance of the Bond to be immediately due and payable; and thereupon the entire unpaid balance, together with all accrued interest, shall be immediately due and payable; and

(c) The Bank, personally or by agents or attorneys, shall have the right (subject to compliance with any mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof; and

(d) The Bank may (subject to compliance with any mandatory legal requirements) sell and dispose of said Collateral, or any part thereof, at public or private sale, and either for cash or on credit and on such terms as the Bank may determine, and at any

place; provided, however, that any such sale should be held in a commercially reasonable manner, and provided further, that the County shall have received written notice of the proposed sale at least ten (10) days prior to the date set for sale;

(e) The County may proceed to protect and enforce the Bond and this Security Agreement and Conditional Assignment by suit or suits or proceedings in equity or at law, and whether for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

In case of any sale of the Collateral pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement and Collateral Assignment, the principal of the Bond, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Bond and any claims for interest matured and unpaid thereon.

The proceeds and/or avails of any sale of the Collateral and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of all costs and expenses of foreclosure or suit, if any, and of such sale (including legal expenses and attorneys' fees) incurred or made hereunder by the Bank and payment of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior liens subject to which said sale may have been made;

(b) Second, to the payment to the Bank of the amount then owing or unpaid on the Bond for principal and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and owing or unpaid upon the Bond with application to be made first unpaid interest thereon, and next to unpaid principal thereof; such application to be made upon presentation of the Bond, and upon the notation thereof of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid; and

(c) Third, to the payment to the Bank of the amount, if any, then owing and unpaid under the Loan Agreement; and

(d) Fourth, to the payment of the surplus, if any, to the County or to whomsoever may be lawfully entitled to receive the same.

No delay or omission of the Bank to exercise any right or power arising from any default on the part of the County, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Bank of any such default, whether such waiver be full or partial, shall

extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The Bank may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to each and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness hereby secured operate to prejudice, waive or affect the security interests and conditional assignments effected by this Security Agreement and Conditional Assignment or any rights, powers or remedies hereunder nor shall the Bank be required to first look to, enforce or exhaust such other or additional security, collateral or guarantees.

SECTION 6. MISCELLANEOUS.

The unenforceability or invalidity of any provision or provisions of this Security Agreement and Conditional Assignment shall not render any other provision or provisions herein contained unenforceable or invalid.

All communication provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered, first class, postage prepaid, addressed as follows:

If to the Bank:	Citizens and Southern National Bank of South Carolina Attention: G. Lee Cory Post Office Box 1449 Greenville, South Carolina 29602
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If to the County: Greenville County, South Carolina
Attention: Chairman of
County Council
Courthouse Annex
Greenville, South Carolina 29601

or to the Bank or to the County at such other address as the Bank
or the County may designate by notice duly given to the other
party.

IT IS THE EXPRESS CONDITION of this Security Agreement and
Conditional Assignment that nothing herein shall constitute an
indebtedness of the County within the meaning of any state
constitutional provision or statutory limitation and nothing
herein shall ever constitute or give rise to any pecuniary
liability of the County or any charges against its taxing powers
or upon its general credit. Any obligation of the County for the
payment of money shall be payable solely from the payments re-
ceived by the County on or in connection with the Company Note and
nothing in this Security Agreement and Conditional Assignment
shall be considered as pledging any other funds or assets of the
County.

IN WITNESS WHEREOF, the Bank and the County have caused these
presents to be duly executed and sealed, all as of the _____ day
of March, 1981.

(SEAL)

CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA

By: _____

Attest: _____

(SEAL)

GREENVILLE COUNTY, SOUTH CAROLINA

Attest: _____
Mary Turner of Clerk
County Council

By: _____
H. Michael Spivey, Chairman
of County Council,

By: _____
Frank Ellenberg
County Administrator

EXHIBIT

FEB 10 1981

NO. 1

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SECURED NOTE STATE BUDGET & CONTROL BOARD

KNOW ALL MEN BY THESE PRESENTS that Keys Printing Company, a South Carolina corporation (the "Company"), for value received, does promise to pay to the order of Greenville County, South Carolina (the "County"), the principal sum of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00), to pay interest in arrears on said principal at the rate of sixty-eight per cent (68%) of the prime commercial lending rate charged by Citizens and Southern National Bank of South Carolina from time to time. However, if the Greenville County Industrial Revenue Bond (Keys Project) Series 1981, issued by the County on even date herewith (the "Bond"), is or becomes includable in the United States taxable income of the Holder of that Bond (other than by reason of the Holder being or becoming a "substantial user" or a "related person" thereto as those terms are used for purposes of the Internal Revenue Code of 1954, as amended, or as similar terms are used for purposes of any similar United States law), the Company shall pay to the County a rate of interest equal to the prime commercial lending rate charged by Citizens and Southern National Bank of South Carolina from time to time plus _____ percentage points during the period when interest on the Bond is subject to taxation.

Interest only on this Note shall be due and payable on _____, 1981 and for the first twenty-three (23) months

14447

thereafter. Beginning on _____, 1983, principal shall be repaid in one hundred and twenty (120) equal monthly installments, until _____, 1983, when the last such payment shall become due. Each of these one hundred and twenty (120) monthly installments of principal shall be _____
_____. Interest accrued to date on the outstanding principal shall be due at the time of each of these monthly principal payments. Any allowable collection costs or expenses shall be due upon demand.

Each payment shall be due at the end of each month and shall cover the amount accrued during that month. In the event that any payment date shall fall on a Sunday or a holiday, then payment shall be made on the next succeeding business day. The failure to make appropriate payment of interest or principal at the times specified shall give rise to a default, if after the lapse of one (1) day after the County shall have given notice to the Company of this failure and the Company shall have actually received such notice, the Company shall not make full payment.

Each installment paid shall be credited first to the interest and any collection expenses due on this Note and the balance remaining, after deducting these sums, shall be credited to the principal amount of this Note from time to time remaining unpaid. All the payments made on this Note shall be payable in legal tender of the United States of America and in immediately available funds at the office of Citizens and Southern National Bank of South Carolina in Greenville, South Carolina, for the

account of the County or at such other place as the County may from time to time designate.

This Note is being sold so that the Company can acquire and install equipment and machinery for the purpose of expanding its printing and publishing facility located in the County (such equipment and machinery being hereinafter termed the "Project"). The Company will use these funds solely to pay expenses incidental to the Project.

This Note is secured by a Security Agreement between the County, as secured party, and the Company, as debtor, dated as of March __, 1981.

The Company shall have the right at any monthly payment date to prepay this Note in whole or in part without penalty. Any partial prepayment shall be applied first to the interest and any collection expenses then due on the Note and then to the unpaid installments of principal in the inverse order of their regular maturities.

In the event the Company shall default in the payment of principal or interest when the same becomes due under this Note, or upon the occurrence of an Event of Default (and the expiration of any applicable cure period) under the Loan Agreement dated as of March __, 1981 among Citizens and Southern National Bank of South Carolina, the County and the Company, the County may, at its option and by notice in writing to the Company, declare the entire unpaid balance hereunder immediately due and payable and may take any action or proceeding at law or in equity which it may deem

advisable for the protection of its interest to collect and enforce payment.

It is agreed that in the event any part of the amounts due hereunder be not paid when due, or if this Note be placed in the hands of an attorney for collection, or if this debt or any part be collected by an attorney or by legal proceedings of any kind, a reasonable attorneys' fee, in addition to all costs and expenses incident upon such collection, shall be added to the amount due upon this Note, and be collectible as a part hereof.

IN WITNESS WHEREOF, Keys Printing Company has caused this Note to be duly executed and its corporate seal to be impressed hereon, all on the _____ day of March, 1981.

KEYS PRINTING COMPANY

(SEAL)

Attest: _____
Secretary

By: _____
President

EXHIBIT

FEB 10 1981 NO. 1

STATE BUDGET & CONTROL BOARD

GREENVILLE COUNTY, SOUTH CAROLINA

AND

KEYS PRINTING COMPANY

SECURITY AGREEMENT DATED AS OF MARCH __, 1981

14451

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SECURITY AGREEMENT

TO ALL WHOM THESE PRESENTS MAY CONCERN, Keys Printing Company, a South Carolina corporation (the "Company"), SENDS GREETINGS:

WHEREAS, GREENVILLE COUNTY, SOUTH CAROLINA, a political subdivision and a body politic and corporate of the State of South Carolina (the "County"), is authorized and empowered by Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended (the "Act"), to lend funds to private corporations to assist in the acquisition and installation of the properties hereinafter described; and

WHEREAS, the County is further authorized by the Act to issue industrial revenue bonds for this purpose; and

WHEREAS, these industrial revenue bonds are limited obligations of the County payable by the County solely from revenues received by the County from private corporations as payments on notes sold and delivered to the County by these private corporations in exchange for the proceeds of these industrial revenue bonds; and

WHEREAS, the County has agreed to issue and sell its \$700,000 Industrial Revenue Bond (Keys Project) Series 1981 (the "Bond"); and

WHEREAS, Citizens and Southern National Bank of South Carolina, (the "Bank"), has agreed to purchase the Bond upon

receipt the County of adequate security for payment of all amounts payable under the Bond; and

WHEREAS, the County has agreed to loan to the Company the proceeds from the issuance and sale of the Bond upon receipt by the County of the Company's \$700,000 Note committing it to pay all amounts payable under the Bond and also upon receipt by the County from the Company of adequate security for payment of these amounts;

NOW, THEREFORE, KNOW ALL MEN, that in consideration of \$1.00 in hand paid at and before the execution and delivery of these presents and in consideration of the advancement by the County to the Company of the aforementioned funds and for the better securing of the repayment of these funds with interest to the County in accordance with the terms of the Company's aforementioned Note and also for the better securing of the repayment of all others indebtedness hereby secured, the County and the Company agree as follows:

SECTION 1. DEFINITION OF LOAN AGREEMENT AND COMPANY NOTE.

"Loan Agreement" shall be defined as that Loan Agreement dated as of March __, 1981 between the County, the Bank and the Company.

"Company Note" shall be defined as that Note dated on or before March __, 1981 in the principal amount of \$700,000 made by the Company and naming the County as payee, the form of which is attached as Exhibit C to the Loan Agreement.

SECTION 2. GRANT OF SECURITY INTEREST.

The Company does hereby convey, warrant, mortgage, pledge, assign and grant to the County, its successors and assigns, and the County does hereby accept, a first security interest in and to all and singular of the Company's right, title and interest in and to all items of personal property, including those installed or to be installed as fixtures, purchased or to be purchased by the Company with the proceeds of the Bond and the Company Note for the purpose of expanding the Company's printing and publishing facility on real property located in Greenville, South Carolina, and all replacements or substitutions of this personal property. A complete description of the real property where this personal property is located is attached as Schedule I. A complete description of the personal property purchased or to be purchased by the Company with the proceeds of the Bond and the Company Note and subject to the security interest hereby granted is attached as Schedule II. All personal property subject to the security interest granted by this section collectively shall be hereinafter termed "Collateral."

The County, its successors and assigns shall have and hold the Collateral and all proceeds of the Collateral forever; provided, always, however, that this security interest is granted upon the express condition that if the Company shall pay or cause to be paid all amounts payable under the Company Note, the Loan Agreement and this Security Agreement, then the security interest

hereby granted shall cease and this Security Agreement shall become null and void; otherwise this Security Agreement shall remain in full force and effect.

SECTION 3. WARRANTY OF TITLE.

The Company warrants that it has all right, power and authority to grant to the County a security interest in the Collateral for the uses and purposes herein set forth; and the Company will warrant and defend title to the Collateral against all claims and demands of all persons claiming by, through, under or against the Company. The Company also agrees that it will, in its individual capacity and at its own cost and expense, promptly take such action as may be necessary duly to discharge any liens and encumbrances on the Collateral which are claimed by any party through or against the Company and which are not related to this Security Agreement or the transactions described in the Loan Agreement.

SECTION 4. POSSESSION OF COLLATERAL.

While the Company is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto.

SECTION 5. ASSURANCES AND RECORDATION.

The Company will, at no expense to the County, perform every further act reasonably necessary or proper for the perfection of the security interest in the Collateral being herein granted.

The Company will cause this Security Agreement and any supplements hereto, and/or all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at no expense to the County in such manner and in such places as may be required by law in order fully to preserve and protect the rights of the County hereunder.

SECTION 6. DEFAULTS.

An "Event of Default" shall occur under this Security Agreement: (a) if and when there shall be a default by the Company under the Company Note or the Loan Agreement, (b) if and when the Company shall breach any covenant or agreement in this Security Agreement or (c) if and when any warranty of the Company in this Security Agreement shall be proven to have been false when made in any material respect.

SECTION 7. COUNTY'S RIGHTS.

The Company agrees that when any Event of Default has occurred and is continuing:

(a) The County shall have the rights, duties and remedies of a secured party and the Company shall have the rights and duties of a debtor under the Uniform Commercial Code of the State of South Carolina regardless of where action may be taken to enforce those rights and duties; and

(b) The County may, by notice in writing to the Company, declare the entire unpaid balance of the Company Note to be

immediately due and payable; and thereupon the entire unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable; and

(c) The County personally or by agents or attorneys, shall have the right (subject to compliance with any mandatory legal requirements) to take immediate possession of the Collateral or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Company and search for, take possession of, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold; and

(d) The County may (subject to compliance with any mandatory legal requirements) sell and dispose of said Collateral, or any part thereof, at public or private sale, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the County may determine, and at any place (whether or not it be the location of Collateral or any part thereof); provided, however, that any such sale should be held in a commercially reasonable manner, and provided further that the Company shall have received written notice of the proposed sale at least ten (10) days prior to the date set for sale.

(e) The County may proceed to protect and enforce this Security Agreement and the Company Note by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for foreclosure hereunder, or for the appointment of a receiver or

receivers for the Collateral or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

In case of any sale of the Collateral or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Company Note, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Company Note and any claims for interest matured and unpaid thereon.

The proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of all costs and expenses of foreclosure or suit, if any, and of such sale (including legal expenses and attorneys' fees) incurred or made hereunder by the County and payment of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) Second, to the payment to the County of the amount then owing or unpaid on the Company Note for principal and interest;

and in case such proceeds shall be insufficient to pay in full the whole amount so due and owing or unpaid upon the Company Note, with application to be made, first to unpaid principal thereof, and next to unpaid interest thereon; such application to be made upon presentation of the Company Note and upon the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid; and

(c) Third, to the payment to the County or the Bank of the amount, if any, then owing and unpaid under the Loan Agreement; and

(d) Fourth, to the payment of the surplus, if any, to the Company or to whomsoever may be lawfully entitled to receive the same.

No delay or omission of the County to exercise any right or power arising from any default on the part of the Company, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the County of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The County may exercise any one or more or all of the remedies hereunder, and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to each and every other remedy given hereunder or otherwise existing now or hereafter at law or in

equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security interest granted by this Security Agreement or any rights, powers or remedies hereunder; nor shall the County be required to first look to, enforce or exhaust such other or additional security, collateral or guarantees.

SECTION 8. RIGHTS OF THE BANK.

The Company acknowledges and consents to the granting by the County to the Bank of a security interest in this Security Agreement and the Company Note and acknowledges and consents to the conditional assignment by the County to the Bank of this Security Agreement and the Company Note.

Further, the Company and County acknowledge that this Security Agreement is made for the benefit of the Bank and that the Bank shall have all rights and remedies of the County under this Security Agreement and shall be entitled to enforce this Security Agreement as if it were the County without regard to the separate validity of any other security interest or conditional assignment granted or made by the County. This Security Agreement is intended to secure the loan by the Bank represented by the Bond which is the source of the funds loaned by the County to the Company and represented by the Company Note. This Security Agreement shall remain binding upon the Company until the bank has

received payment of the amount loaned by it regardless of any determination for any reason. Finally, the Company is required to notify the Bank at the times and to the extent that it is required to notify the County of any event under this Security Agreement.

SECTION 9. MISCELLANEOUS.

The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered, first class, postage prepaid, addressed as follows:

If to the Company: Keys Printing Company
 Attention: Ben Geer Keys
 Post Office Box 8
 Greenville, S.C. 29602

If to the County: Greenville County, South Carolina
 Attention: Chairman of
 County Council
 Courthouse Annex
 Greenville, S.C. 29601

If to the Bank: The Citizens and Southern
 National Bank of South Carolina
 Attention: G. Lee Cory
 Post Office Box 1449
 Greenville, S.C. 29602

or to the Company or the County or the Bank at such other address as the Company or the County or the Bank may designate by notice duly given to the other party.

IT IS THE EXPRESS CONDITION of this Security Agreement that nothing herein shall constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and nothing herein shall ever constitute or give rise to any pecuniary liability of the County or any charges against its taxing powers or upon its general credit. Any obligation of the County for the payment of money shall be payable solely from the payments received by the County on or in connection with the Company Note and nothing in this Security Agreement shall be considered as pledging any other funds or assets of the County.

IN WITNESS WHEREOF, the Company and the County have caused these presents to be duly executed and sealed, all as of the _____ day of March, 1981.

(SEAL)

KEYS PRINTING COMPANY

By: _____
President

Attest:

(SEAL)

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

County Administrator

Mary Turner, Clerk of County
Council

SCHEDULE I

Real Property on which the Collateral
Subject to the Security Agreement is
or will be located

SCHEDULE II (Tentative Listing)

Personal Property Purchased Or To
Be Purchased With The Proceeds of
the Bond and the Company Note

1. Four-color Royal Zenith Planeta Press
2. Linotron 202 Photo Type Setter
3. Hewlett-Packard Phototype Interface (Computer
to be used for accounting purposes and in
conjunction with Photo Type Setter on certain
projects)
4. Two-color Press, 11 x 17
5. Step and Repeat Machine

EXHIBIT

FEB 10 1981 NO. 1

LOAN AGREEMENT

STATE BUDGET & CONTROL BOARD

THIS LOAN AGREEMENT, dated as of March 1981, among GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina, THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA and KEYS PRINTING COMPANY, a corporation organized and existing under the laws of South Carolina.

WITNESSETH:

IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

LIMITATION OF COUNTY'S LIABILITY

Section 1.1. Any obligation which the County may incur for the payment of money as a result of its entering into and/or performance of this Loan Agreement and the transactions described in this Loan Agreement shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability against it or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under this Loan Agreement, the Company Note and the Company Security Agreement.

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ARTICLE II

DEFINITIONS

Section 2.1. Certain terms used in this Loan Agreement shall have the meanings given to them in Section 2.2 of this Loan Agreement, unless the context clearly indicates otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

Section 2.2. These terms are defined under this Loan Agreement as follows:

"ACT" means Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended.

"ASSISTANCE AGREEMENT" means the contract dated December 3, 1980 between the County and the Company, pursuant to which the County has agreed to finance the acquisition and installation of the Project.

"AUTHORIZED COMPANY REPRESENTATIVE" means any person duly authorized to act on behalf of the Company at the times and for the purposes recited in the authorization.

"BANK" means The Citizens and Southern National Bank of South Carolina, its successors and assigns and, if it shall sell the Bond, then any party which shall subsequently become a lawful holder of the Bond.

"BOND" means the Greenville County, South Carolina Industrial Development Revenue Bond (Keys Project) Series 1981 to be issued, sold and delivered in the principal amount of \$700,000 by the County to the Bank. The Bond shall be substantially in the form attached as Exhibit A to this Loan Agreement.

"CHAIRMAN" means the Chairman of County Council (or the Vice Chairman of County Council whenever the Chairman of County Council is unavailable to act).

"CLERK" means the Clerk of County Council (or the Assistant Clerk or Acting Clerk of County Council, whenever the Clerk of County Council is unavailable to act).

"CODE" means the Internal Revenue Code of 1954, as amended.

"COMPANY" means Keys Printing Company, a South Carolina corporation, its successors and assigns, and any surviving, resulting or transferee corporation.

"COMPANY NOTE" means the secured note of the Company in the principal amount of \$700,000 to be sold and delivered by the Company to the County in exchange for the Bond proceeds. The Company Note will be substantially in the form attached as Exhibit C to this Loan Agreement.

"COMPANY SECURITY AGREEMENT" means the Security Agreement dated as of March __, 1981 in which the Company grants to the County a security interest in the Project. The Company Security Agreement will be substantially in the form attached as Exhibit D to this Loan Agreement.

"COMPLETION DATE" means the date of completion of the acquisition and installation of the Project as that date shall be certified as provided in Section 5.4 of this Loan Agreement.

"CONSTRUCTION FUND" means the account to be established by the Company at the Bank with the proceeds from the sale and delivery of the Company Note.

"CONSTRUCTION PERIOD" means the period beginning with the sale and delivery of the Bond and the Company Note and ending on the date that the Project is certified as completed in accordance with the procedure described in Section 5.4 of this Loan Agreement.

"COUNTY" means Greenville County, South Carolina, its successors and assigns.

"COUNTY ADMINISTRATOR" means the County Administrator of the County.

"COUNTY COUNCIL" means the County Council of the County.

"LOAN AGREEMENT" means this Loan Agreement.

"PENALTY RATE" means interest at the prime commercial lending rate charged by The Citizens and Southern National Bank of South Carolina from time to time plus _____ percentage points or such maximum lesser amount as shall be allowed by law.

"PROJECT" means the equipment and machinery acquired and installed by the Company at its existing printing and publishing facility in the County with proceeds from the Company Note, and more specifically described in Schedule K attached to this Loan Agreement.

"SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT" means the Security Agreement and Conditional Assignment dated as of March ___, 1981 between the County and the Bank, in which the County grants to the Bank a security interest in its rights in and to the Company Note and the Company Security Agreement, all amounts received under those documents and all proceeds from the disposition of those documents, and in which the Company conditionally assigns to the Bank its rights in and to those documents, all amounts received under those documents and all proceeds from the disposition of those documents. The Security Agreement and Conditional Assignment will be substantially in the form attached as Exhibit B to this Loan Agreement.

ARTICLE III

REPRESENTATIONS AND ACKNOWLEDGEMENTS

Section 3.1 Representations by the County. The County makes the following representations to the other parties to this Loan Agreement:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina, and is authorized and empowered by the provisions of the Act to enter into and perform the transactions described in this Loan Agreement. The County has been duly authorized by proper action of the County Council to execute and deliver this Loan Agreement and to enter into and fully perform the transactions described in this Loan Agreement.

(b) Neither the execution and delivery of this Loan Agreement, nor the consummation and performance of the transactions described in this Loan Agreement, violates, conflicts with or results in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding would adversely affect the transactions described in this Loan Agreement.

(d) Neither the existence of the County nor the right of the County Administrator or the members of County Council to their offices is being contested and none of the proceedings taken to authorize the transactions described in this Loan Agreement have been repealed, revoked or rescinded.

Section 3.2 Representations by the Company. The Company makes the following representations to the other parties to this Loan Agreement:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of South Carolina. The Company has the power to enter into and perform the transactions described in this Loan Agreement and by proper corporate action has been authorized to execute and deliver this Loan Agreement and to enter into and fully perform the transactions described in this Loan Agreement.

(b) Neither the execution and delivery of this Loan Agreement, nor consummation and performance of the transactions described in this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company, wherein an unfavorable decision, ruling or finding would adversely affect the transactions described in this Loan Agreement; nor are there any judgments outstanding and unsatisfied against the Company.

(d) When duly executed and delivered by the parties, this Loan Agreement and each of the documents attached as an exhibit to this Loan Agreement will constitute a binding obligation enforceable in accordance with its terms.

(e) There has been no material adverse change in the business or prospects of the Company since December 3, 1980.

(f) All of the proceeds of the Bond and Company Note will be used by the Company within three (3) years of the issuance, sale and delivery of the Bond and Company Note to acquire and install the Project, which will consist entirely of property of a character subject to the allowance for depreciation under the Code and to pay any expenses allowed by the Act and the Code incurred in the acquisition and installation of the Project. No part of the proceeds of the Bond and Company Note will be used to finance inventory or for working capital.

(g) There is not now outstanding one or more issues of obligations (whether or not the issuer of each such issue is the same), other than the Bond described in this Loan Agreement, that are or will be used primarily with respect to facilities located in the County (but not in any incorporated municipality), where the principal user of such facilities is or will be the Company or any related person thereto (as "related person" is defined, in Section 103(b)(6)(C) of the Code and the applicable regulations) and where the interest on the issue or issues is excludable from the Holder's federal income tax by reason of Section 103(b)(6)(A).

ARTICLE IV

ISSUANCE AND SALE OF THE BOND AND COMPANY NOTE

Section 4.1. Issuance and Sale of the Bond and the Company Note and Application of Proceeds. In order to provide the Company, by way of loan, with funds for the payment of the costs of the Project, the County will issue, sell and deliver the Bond in the principal face amount of Seven Hundred Thousand Dollars to the Bank in exchange for Seven Hundred Thousand Dollars. The proceeds from the Bond shall be deposited in an account of the County with the Bank to be designated "Greenville County (Keys Project) Series 1981 Industrial Bond Account." The Company will sell and deliver the Company Note in the principal face amount of Seven Hundred Thousand Dollars to the County in exchange for Seven Hundred Thousand Dollars. Payments to be made by the Company under the Company Note shall be sufficient to enable the County to make timely payments of all amounts due under the Bond. Upon purchase by the County from the Company of the Company Note, all of the proceeds in the Greenville County (Keys Project) Series 1981 Industrial Bond Account shall be transferred to the Construction Fund.

Issuance, sale and delivery of the Bond and the Company Note shall occur not later than three days after execution and delivery of this Loan Agreement.

Payment of the Bond shall be secured by the Security Agreement and Conditional Assignment. Payment of the Company Note shall be secured and/or assured by the Company Security Agreement. Each of the documents identified in this paragraph shall be deemed to have been executed and delivered simultaneously regardless of the actual time of execution and delivery, and until each has been duly executed and delivered, none shall be effective.

ARTICLE V

CONSTRUCTION FUND

Section 5.1. Disbursements from the Construction Fund.
Monies in the Construction Fund shall be used for the following purposes and, subject to the provisions of Section 5.5 of this Loan Agreement, for no other purpose:

- (a) Payment of the costs associated with granting, perfecting and protecting any security interest in any personal property (including fixtures) to secure full payment and/or performance of the Bond, the Company Note and/or this Loan Agreement.
- (b) Payment of all planning, engineering, architectural, supervision and inspection expenses incurred in connection with the acquisition and/or installation of the Project.
- (c) Payment of all legal, financing, insurance, accounting and printing expenses incurred in connection with the acquisition and/or installation of the Project.
- (d) Payment of all expenses incurred in seeking to enforce any remedy against any contractor or subcontractor under any contract relating to the acquisition and/or installation of the Project.
- (e) Payment of all interest coming due during the Construction Period on the Bond and/or the Company Note.
- (f) Payment of all taxes and/or assessments relating to the Project coming due during the Construction Period.
- (g) Payment of all fees coming due to the Bank in connection with supervision of the Construction Fund during the Construction Period.
- (h) Payment of any and all other costs and/or expenses relating to the acquisition and/or installation of the Project.

Any payment made pursuant to the preceding subsections (a) through (h), inclusive, of this section may be made only for obligations or expenses paid or incurred after December 3, 1980, the date of the Assistance Agreement. No payment shall be made for any item except upon receipt by the Bank of the documents attached as Exhibit E to this Loan Agreement, containing the information and representations therein required, all in reasonable form and bearing the signature of an Authorized Company Representative.

Payments from the Construction Fund, at the sole discretion of the Bank, may be made:

- (a) to the Company by way of reimbursement for expenses already paid from its own separate funds; or
- (b) to the Company for payment to any third parties entitled to payment; or
- (c) to any third parties entitled to payment.

The Company estimates the total cost of the Project will be \$ _____, which will be allocated among the categories and in the amounts set forth on Schedule K to this Loan Agreement. In the event that the Company shall revise the cost estimate for any category by more than \$15,000 or in the event that the Company shall revise the cost estimate for the entire Project by more than \$50,000, then the Company shall give immediate notice to the Bank of the revised estimate and shall not proceed any further with the Project absent the Bank's approval, which shall not be unreasonably withheld.

Any and all funds remaining in the Construction Fund after the Completion Date and after payment in full of the costs of acquiring and/or installing the Project, and after payment of all other items specified in the preceding subsections (a) through (h), inclusive, of this section shall be applied immediately by the Company to prepay the Company Note and the County shall use and such prepayments immediately to prepay the Bond.

Section 5.2. Bank's Rights to Rely on Certifications and to Withhold Funds. In making any payment from the Construction Fund, the Bank may rely on any information, representation and/or certification delivered to it pursuant to Section 5.1 of this Loan Agreement, and the Bank shall have no liability for making payments in accordance with this information, representation and/or certification. However, if the Bank shall believe that any such information, representation or certification is incomplete or misleading in any material respect, then it shall have no obligation to make any further payment from the Construction Fund until this shall have been resolved to its reasonable satisfaction.

Section 5.3. Company Required to Pay Costs in Event Construction Fund Insufficient. In the event the funds in the Construction Fund available for payment of the costs of the Project shall not be sufficient to pay the costs of the Project in full, the Company shall pay all additional costs to complete the Project. The County makes no warranty that the funds which will be paid into the Construction Fund in fact will be sufficient to pay all costs which have been or will be incurred in connection

with the acquisition and/or installation of the Project. The Company agrees that, even if it shall not be fully reimbursed for these additional costs of the Project through payments from the Construction Fund, it shall not be entitled to any further funds from the County or from the Bank.

Section 5.4. Establishment of Completion Date. Completion of the Project shall be evidenced to the County and the Bank by a certificate signed by an Authorized Company Representative stating that the Project has been completed in accordance with its plans and specifications and, except for amounts retained by the Bank in the Construction Fund at the Company's direction for payments not then due and payable or for payments contested in good faith by the Company, all payments have been made for all labor, services, materials and supplies used in connection with the acquisition and/or installation of the Project.

It shall be the duty of the Company to cause the certificate contemplated by this Section 5.4 to be furnished as soon as practicable after the Project shall have been completed.

Section 5.5. Temporary Investment of Construction Fund. Any funds held as a part of the Construction Fund may be invested and reinvested by the Bank at the direction of the Company, if and to the extent permitted by law, in: (1) obligations issued or guaranteed by the United States of America, or any agency or corporation which is or may hereafter be created by or pursuant to an Act of Congress as an agency or instrumentality of the United States of America, (2) obligations issued or guaranteed by any State of the United States of America that is rated as an investment grade security by either Moody's Investors Service, Inc. or Standard & Poor's Corporation, (3) commercial or corporate or finance company paper rated prime-1 by Moody's Investors Service, Inc. or A-1 by Standard & Poor's Corporation, or (4) negotiable or non-negotiable certificates of deposit or bankers' acceptances issued by any bank or trust company, or national banking association and which has a capital stock and undivided profits aggregating at least five million dollars.

The Company covenants: (a) that it will not direct the Bank to make investments which would cause the Bond to be an "arbitrage bond" within the meaning of Section 103(c)(2) of the Code and the applicable regulation; and (b) that it will furnish to the County accurate information necessary to enable the appropriate County officers and bond counsel to make all necessary certifications required by Section 103(c)(2) of the Code and the applicable regulations.

Section 5.6. Protection of Tax Exempt Status of the Bond.
The County is issuing the Bond pursuant to Section 103 (b)(6)(A) of the Code. In order to insure that interest on the Bond is not and will not become subject to federal income taxes as a result of a failure of the Bond to qualify as an exempt small issue under Section 103 of the Code, the Company covenants that:

(1) all rights and privileges granted to the Company under this Loan Agreement shall be exercised so that if any conflict between this section and any other provisions in this Loan Agreement shall arise, then in that case, this section shall control; and

(2) the Company has not committed or permitted and will not commit or permit (as to any act over which it has control) the commission of any act which would cause the Bond not to qualify as, or not to continue to be qualified as an exempt small issue under the provisions of Section 103 of the Code; and

(3) the Company will not fail to take any action necessary to be taken in order for the Bond to qualify and continue to be qualified as an exempt small issue under the provisions of Section 103 of the Code; and

(4) it will comply with Section 103 of the Code and with the applicable regulations to the extent that compliance is necessary in order for interest on the Bond to be excludable from the income of Bank for the purpose of calculating income subject to federal income taxation.

Section 5.7. The Company shall pay to the Bank not later than the Completion Date a fee of \$ _____ for administering the Construction Fund.

ARTICLE VI

EFFECTIVE DATE OF THIS LOAN AGREEMENT; CERTAIN EXPENSES; REPAYMENT PROVISIONS; AND UNCONDITIONAL OBLIGATIONS OF COMPANY

Section 6.1. Effective Date of this Loan Agreement. This Agreement shall become effective upon its delivery, and shall continue in full force and effect until all amounts payable under the Bond and the Company Note have been fully paid, together with all sums to which the County and/or the Bank are entitled under this Loan Agreement.

Section 6.2. Payment of County's Expenses. The Company shall pay upon demand by the County all fees and expenses incurred by the County in connection with the issuance, sale and delivery of the Bond and/or arising from the transactions described in this Loan Agreement

Section 6.3 Repayment of Loan. The Company shall pay to the Bank for the account of the County all payments required to be made by the Company to the County under the Company Note. All of these payments shall be applied by the Bank immediately and exclusively to payment of the County's obligations under the Bond.

Section 6.4. Obligations of Company Unconditional. The obligations of the Company to make the payments required under the Company Note and to perform and observe the other agreements on its part contained in this Loan Agreement and/or the Company Security Agreement shall be absolute and unconditional, irrespective of any defense or any right of set-off, recoupment or counterclaim, and the Company shall pay all payments required under the Company Note, this Loan Agreement and/or the Company Security Agreement free of any deductions and without abatement, postponement, diminution or set-off.

Section 6.5. Unconditional Guaranty of Company. The Company hereby unconditionally guarantees payment of all amounts payable by the County under the Bond. This guaranty shall be absolute and shall not be diminished in any respect by reason of any provision in or invalidity of, in whole or in part, the Company Note.

ARTICLE VII

MAINTENANCE, TAXES AND INSURANCE

Section 7.1. Maintenance and Modifications of Project. The Company agrees that it will at its own expense keep the Project in reasonably safe condition and keep the Project in good repair and operating condition, reasonable wear and tear excepted. The Company may, also at its own expense, make from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes and that do not adversely affect the use of the Project for the purpose for which it is intended. The Company will not permit any liens to be established against the Project except the liens created by the Company Security Agreement and liens that arise automatically by operation of law. The Company shall discharge any lien that arises automatically by operation of law at the time that payment of the obligation secured by that lien becomes due.

However, if the Company shall first notify County and Bank of its intention so to do, the Company may in good faith at its expense contest any liens filed or established against the Project, and in that event may permit the items contested to remain undischarged and unsatisfied during the period of contest and any appeal, unless the County or Bank shall notify the Company that, in the opinion of independent counsel, by nonpayment of these items the security interest of the County on the Project will be materially endangered. The County and the Bank will cooperate fully with the Company in any such contest.

Section 7.2. Taxes, Other Governmental Charges and Utility Charges. The Company will pay, as the same become due: (1) all taxes and governmental charges of any kind that may at any time be lawfully assessed or levied against or with respect to the Project, (2) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (3) all assessments and charges lawfully made by any governmental body for public improvements that may give rise to a lien on the Project.

However, if the Company shall first notify the County and Bank of its intention so to do, the Company may, in good faith at its expense contest any taxes, assessments and other charges and, in that event, may permit the taxes, assessments or other charges contested to remain unpaid during the period of contest and any appeal unless the County or Bank shall notify the Company that, in the opinion of independent counsel, by nonpayment of these items the security interest of the County on the Project will be materially endangered.

Section 7.3. Insurance Required.

(a) The Company shall, at its sole cost and expense at all times, keep the Project insured against loss by fire, flood, windstorm and explosion in an amount not less than all amounts of outstanding principal, accrued interest and other expenses payable under the Company Note and this Loan Agreement from time to time.

(b) At all times the Company shall at no cost or expense to the County, maintain or cause to be maintained:

(i) Public liability personal injury insurance (including Workmen's Compensation insurance) in an amount maintained by similar operations against claims for bodily injury or death occurring upon, in or about the Project, with such insurance (other than Workmen's Compensation Insurance) to afford protection to the limit of not less than \$500,000 (without more than \$10,000 deductible) in respect to bodily injury or death to any one person and to the limit of not less than \$1,500,000 (without more than \$10,000 deductible) in respect of injury or death to more than one person arising from any one accident; and

(ii) Public liability and property damage insurance, insuring against claims for damage to property of third persons occurring upon, in or about the Project with such insurance to afford protection to the limit of not less than \$500,000 (without more than \$10,000 deductible) in respect of damage to the property of any one owner and to the limit of not less than \$1,500,000 (without more than \$10,000 deductible) in respect of damage to the properties of more than one owner arising from any one accident.

(c) The insurance required by this Section 7.3 shall be maintained in full force and effect at all times, except that such insurance required by Section 7.3 (a) need not be placed in force and effect with respect to an improvement until the completion of that improvement.

(d) Copies or certificates of the insurance required by this Section 7.3, each bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the Company to the County and the Bank. And, in the case of expiring policies throughout the term, copies or certificates of any new or renewal policies, each bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the Company to the County and the Bank.

(e) The policies of insurance provided for in Section 7.3(a) shall name the Company as the insured and the Bank and the County as additional insureds, as their respective interests may appear.

While any amount remains unpaid under the Company Note, the Bond or this Loan Agreement, all proceeds from these policies shall be payable as provided in Section 7.6.

(f) All insurance required by this Section 7.3 shall be effected with responsible insurance companies selected by the Company and reasonably satisfactory to the County and the Bank. The Company shall use its best efforts to cause appropriate provisions to be inserted in each insurance policy making each policy noncancellable without at least 30 days prior written notice to the County and the Bank.

The Company shall have the sole right and responsibility to adjust any loss with any insurance company, provided that so long as any amount remains outstanding and unpaid under the Company Note or the Loan Agreement no settlement of any claim shall be effected without the written consent of the County and the Bank.

The County hereby appoints the Bank to approve or reject any such insurance company which the Company shall propose, to receive copies of certificates of insurance, to receive any notice of cancellation which may be required, and to approve or reject any settlement negotiated under any insurance policy. The Bank may but shall be under no obligation to deliver to or discuss with the County any information so received or any proposed or final action relating to that information.

Section 7.4. Application of Net Proceeds of Insurance. The net proceeds of casualty insurance carried pursuant to the provisions of Section 7.3(a) shall be paid and applied as provided in Section 7.6, and the net proceeds of the insurance carried pursuant to the provisions of Section 7.3(b) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 7.5. Advances by the County or the Bank. In the event that the Company shall fail to maintain the full insurance coverage required by this Loan Agreement or shall fail to keep the Project in reasonably safe condition or shall fail to keep the Project in good repair and good operating condition, or shall fail to pay the taxes and other charges as required by this Loan Agreement, or shall otherwise fail to comply with any covenant or agreement contained in or incorporated into this Loan Agreement, the County or the Bank may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements or make the required payments and take all other action that the County or the Bank may deem necessary to cause the Company to

comply with any covenant or agreement contained in or incorporated into this Loan Agreement; and all amounts so advanced by the County or the Bank shall become an additional obligation of the Company to the one making the advancement. The Company agrees to pay the amounts so advanced with interest at the Penalty Rate from the date of advancement to the date of payment.

Section 7.6. Damage and Destruction.

(a) If prior to full payment of the Company Note, the Project is damaged by fire or other casualty, the Company will, at its election, either: (i) promptly terminate this Agreement in accordance with the provisions of Article XI, or (ii) promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition that existed prior to the event causing the damage with such changes, alterations and modifications (including the substitution and addition of other property) that may be desired by the Company and reasonably accepted by the County and Bank as not adversely affecting the use of the Project for the purpose for which it was intended. The County hereby appoints the Bank to accept or reject any change, alteration or modification that the Company may propose. The Bank may but shall be under no obligation to consult with the County prior to approving or rejecting any such change, alteration or modification. The Company shall apply so much as may be necessary of any net proceeds of insurance resulting from claims for such losses in order to carry out its chosen alternative. All net proceeds of insurance arising from these losses or casualties shall be paid jointly to the County, the Company and the Bank. If the Company elects to repair the Project, then all net proceeds of insurance received from such claims or losses shall be deposited with the Bank in a separate account. Funds in that account shall be disbursed solely for the purposes according to the procedures and to the parties described in Article V of this Loan Agreement.

(b) If the Company elects to repair, rebuild or restore the Project and if the net proceeds of insurance are not sufficient to pay in full the costs of repair, rebuilding or restoration, the Company will nonetheless complete this work and will pay that portion of all costs in excess of the amount of the net proceeds. The Company shall not be entitled to any reimbursement from the County or the Bank for payment of these excess costs; nor shall the Company be entitled to any abatement or diminution of the amounts payable under the Company Note or this Loan Agreement.

(c) All net proceeds remaining after payment of all costs of repair, rebuilding or restoration shall be paid by the Company to the County to prepay the Company Note. The County immediately will pay to the Bank all such amounts to serve as prepayments on the Bond. If the Company Note has been fully paid all net proceeds will be paid to the Company.

Section 7.7. Condemnation.

In the event that title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Company shall apply the net proceeds received by it in any award made in such eminent domain proceedings for one of the purposes and according to the procedures described in Section 7.6.

Within ninety days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Company shall notify the County and the Bank in writing as to which of the ways the Company in its sole discretion has decided to apply the condemnation award. If the Company has decided to repair or restore the Project, all net proceeds of the award in such eminent domain proceedings remaining after payment of the costs of this repair or restoration shall be applied to prepay the Company Note and Bond, as more fully described in Section 7.6.

In no event shall the Company voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceeding with respect to the Project or any part thereof, without the written consent of the County and the Bank. The County hereby appoints the Bank as its agent to accept or reject any condemnation award offer. The Bank may but shall be under no obligation to consult with the County prior to approving or rejecting any such condemnation award offer.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1. Operation of the Project. The Company shall own the Project and, subject to the exceptions contained in this Agreement, shall have the sole right to possess and operate the Project.

Section 8.2. No Warranty of Condition or Suitability by the County. The County makes no warranty, either express or implied, as to the condition of the Project, or that it is or will be suitable for the Company's purposes or needs.

Section 8.3. County's Right of Access to the Project. Upon default by the Company under the Company Note or this Loan Agreement, and so long as default continues, the County and the duly authorized agents of the County shall have the right at all reasonable times, to enter upon, examine and inspect the Project. Upon default by the County under the Bond or this Loan Agreement, and so long as default continues, the Bank and the duly authorized agents of the Bank shall have the right at all reasonable times to enter upon, examine and inspect the Project.

Section 8.4. Company to Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted. The Company agrees that during the term of this Loan Agreement it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and (unless the surviving corporation following any consolidation or merger is the Company) will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, that the Company may consolidate with or merge into another corporation, or permit one or more corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its assets and thereafter dissolve as an entity, if the surviving, resulting or transferee corporation, as the case may be, is a corporation organized under the laws of the United States of America, or of any State, district or territory thereof, assumes in writing all of the obligations of the Company under the Company Note, the Company Security Agreement and this Loan Agreement, is qualified to do business in the State of South Carolina and after its consolidation with the Company shall have a net worth at least equal to that of the Company alone before consolidation.

Section 8.5. Good Standing. The Company warrants that it is in, and (except as provided above) will throughout the term of this Loan Agreement maintain its, good standing under the laws of South Carolina.

Section 8.6. Indemnification Covenants.

(a) The Company shall and agrees to indemnify and save the County and the Bank harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the term of this Loan Agreement, and, the Company further shall indemnify and save the County and the Bank harmless against and from all claims arising during the term of this Loan Agreement from (i) any condition of or on the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Loan Agreement, (iii) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, or (iv) any act of negligence of any assignee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee of the Company. The Company shall indemnify and save the County and the Bank harmless from and against all costs and expenses incurred in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and, upon notice from the County and the Bank, the Company shall defend the County and Bank in any such action or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County shall not incur pecuniary liability by reason of the terms of this Loan Agreement, by reason of the issuance, sale and delivery of the Bond or any other document in connection with the issuance, sale and delivery of the Bond, by reason of the performance of any act in connection with the entering into or performance of the transactions described in this Loan Agreement, or by reason of the operation of the Project by the Company, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, nevertheless, if the County should incur any such pecuniary liability, then in that event the Company shall indemnify and hold harmless the County against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought on such claim and upon notice from the County, the Company shall defend the County in any such action or proceeding.

Section 8.7. Financial Statements of the Company. The Company shall have an annual audit made by its regular independent certified public accountants and shall furnish the County and the Bank with an audited balance sheet and an audited statement of income and surplus, showing its financial condition on a consolidated and unconsolidated basis. This annual financial statement shall be furnished not later than 90 days after the close of

the Company's fiscal year and it shall be accompanied by an accountant's opinion, certifying the accuracy and fairness of the information presented in the statement. Also, not later than 45 days after the close of each of its other calendar quarters, the Company shall furnish to the County and the Bank similar interim statements. These interim financial statements need not be accompanied by an accountant's opinion, but must be certified by an officer of the Company. All financial statements furnished to the County and the Bank shall be accompanied with a certificate from the chief financial officer of the Company: (a) stating that the Company has not defaulted under the Company Note or this Loan Agreement, or (b) stating that the Company has defaulted under Company Note and/or this Loan Agreement, specifying the nature of the default, and proposing a plan to remedy the default. The County hereby appoints the Bank to receive these financial statements, opinions and notices. The Bank may but shall be under no obligation to deliver to or discuss with the County any information so received or any proposed or final action relating to that information.

ARTICLE IX

LEASES AND SALES

Section 9.1. Leasing and Sale. Neither the Project nor any replacements or substitutions of the Project may be leased or sold by the Company, without first obtaining the consent of the County and the Bank, which consent shall not be unreasonably withheld; provided, however, the Company may lease or sell any such item without first obtaining the consent of the County and the Bank if (a) the proposed lease or sale does not involve assets having an aggregate fair market value in excess of \$10,000 and, during the twelve-month period immediately prior to the proposed lease, sale or encumbrance, the Company shall not have leased or sold items having an aggregate fair market value in excess of \$10,000. The Bank may but shall be under no obligation to consult with the County prior to approving or rejecting any such proposed lease or sale.

Section 9.2. The County hereby appoints the Bank as its true and lawful attorney-in-fact with full authority to release from the Company Security Agreement any part of the Project and any replacements or substitutions of the Project.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. An "Event of Default" under this Loan Agreement shall occur:

(a) If the Company shall fail to make any required payment under the Company Note and the failure shall continue for one day after the County or the Bank shall have given notice in writing to the Company of this failure and the Company shall have actually received such notice; or

(b) If the County shall fail to make any required payment under the Bond and the failure shall continue for one day after the Bank shall have given notice in writing to the County and the Company of this failure and the County and the Company shall have actually received such notice; or

(c) If the Company shall fail to observe or perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in Section 10.1(a)), for a period of sixty days after written notice has been given to the Company by the County or the Bank; provided, however, if said failure be such that it cannot be corrected within the applicable period it shall not constitute an Event of Default if corrective action is instituted by the Company within the applicable period and diligently pursued so that the default is corrected within one hundred eighty days after written notice has been given to the Company by the County or the Bank and provided further, if by reason of force majeure the Company is unable in whole or in part to carry out any agreement on its part herein contained (other than as referred to in Section 10.1 (a)) there shall be no Event of Default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or any State, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or any other cause or event not reasonably within the control of the Company; or

(d) If any representation or warranty on the part of the Company made in this Loan Agreement, or in any report, certificate, financial or other statement furnished in connection with this Loan Agreement or the transactions described in this Loan Agreement shall prove to have been false or misleading in any material respect when made; or

(e) If the Company shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for any receiver of or any trustee for itself or of any substantial part of its property; or shall commence as debtor any proceeding under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute or similar law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall be commenced against the Company any such proceedings which remains undismissed for a period of sixty days; or if the Company indicates its consent to, approval of, or acquiescence in any such proceeding or the appointment of any receiver of or trustee for itself or any substantial part of its property; or if the Company suffers any such receivership or trusteeship to continue undischarged for a period of sixty days.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 shall have happened and be subsisting:

(a) The Bank may, at its option and by notice in writing to the County and the Company, declare the unpaid principal amount of the Bond and the interest accrued on the Bond to be immediately due and payable, whereupon the same shall become immediately due and payable.

(b) The Bank may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the County or the Company under or described in this Loan Agreement or otherwise.

(c) The County may, at its option and by notice in writing to the Company, declare the unpaid principal amount of the Company Note and the interest accrued on the Company Note to be immediately due and payable, whereupon the same shall become immediately due and payable.

(d) The County may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Loan Agreement or otherwise.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank or the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or

any other document or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. Agreement to Pay Attorneys' Fees and Expenses.
In the event the Company should default under any of the provisions of this Loan Agreement and the Bank and/or the County should employ attorneys or reasonably incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Company or reasonably incur expenses for the protection of or realization upon collateral given to secure these obligations and agreements, the Company shall demand payment to the Bank and/or the County the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Bank and/or the County.

Section 10.5. No Additional Waiver Implied by One Waiver.
In the event any warranty, covenant or agreement contained in this Loan Agreement should be breached by the Company or the County and thereafter waived by the other parties to this Loan Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE XI

OPTION IN FAVOR OF THE COMPANY

Section 11.1. Option to Terminate. At any time the Company may terminate this Loan Agreement by paying to the County the full principal outstanding, interest accrued, and other amounts payable under the Company Note and paying to the County any and all other sums then due to the County under this Loan Agreement.

Except as provided above, the Company cannot terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Project to function at its intended level, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of South Carolina or any political subdivision of either of these, or any failure of the County or the Bank to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement, or failure of the Project at any time to comply with any existing or future statute, rule or regulation.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. All notices, certificates or other communications shall be sufficiently given and shall be deemed given (unless otherwise specified in this Loan Agreement) when mailed by registered mail, postage prepaid.

Section 12.2. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Bank, the County and the Company and their respective successors and assigns forever.

Section 12.3. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Loan Agreement.

Section 12.4. Amendments, Changes and Modifications. This Loan Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties.

Section 12.5. Execution of Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6. Law Govering Construction of Agreement. This Loan Agreement is prepared and entered into with the intention that the law of the State of South Carolina shall govern its construction.

IN WITNESS WHEREOF, THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, GREENVILLE COUNTY, SOUTH CAROLINA, and KEYS PRINTING COMPANY, each pursuant to due authority have duly executed this Loan Agreement.

Delivered by and to all parties this ____ day of March, 1981.

(SEAL)
Attest:

GREENVILLE COUNTY, SOUTH CAROLINA

Clerk of County Council

By: _____
Chairman of County Council

By: _____
County Administrator

(SEAL)
Attest:

THE CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA

By: _____

(SEAL)
Attest:

Secretary

KEYS PRINTING COMPANY

By: _____

President

EXHIBIT

FEB 10 1981 NO. 1

STATE BUDGET & CONTROL BOARD

14491

The State of South Carolina

FEB 09 1981



EXHIBIT

FEB 10 1981

NO. 2

Office of the Attorney General

STATE BUDGET & CONTROL BOARD

KAREN LeCRAFT HENDERSON
Senior Assistant Attorney General

WADE HAMPTON OFFICE BUILDING
POST OFFICE BOX 11549
COLUMBIA, S. C. 29211
TELEPHONE 803-758-8667

DANIEL R. McLEOD
ATTORNEY GENERAL

February 10, 1981

Honorable William T. Putnam
Executive Director
State Budget and Control Board
Wade Hampton State Office Building
Columbia, South Carolina

Re: \$1,000,000 Greenville County, South
Carolina, Industrial Revenue Bonds
(Union Carbide Corporation Project)

Dear Mr. Putnam:

Regarding the above-referenced bonds, we have reviewed the Petition and other documents submitted to the State Budget and Control Board for its approval pursuant to Sections 4-29-10 et seq., CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, and the same appear, in our opinion, to be in order.

With kind regards,

A handwritten signature in cursive script, reading 'Karen LeCraft Henderson'.

Karen LeCraft Henderson
Senior Assistant Attorney General

KLH:jvh

14492

KUTAK ROCK & HUIE

MAR 16 1981

ROBERT J. KUTAK
HAROLD L. ROCK
WILLIAM G. CAMPBELL
ALLAN JAY GARFINKLE
THOMAS A. WOODWARD
GLEN A. BURBRIDGE
RICHARD L. WEILL
JOHN E. MUSSELMAN
WALLACE H. JOHNSON
RICHARD A. SPELLMAN
STEVEN S. HUFF
GREGORY DUBOIS ERWIN
THOMAS J. MCUSKER
GEORGE H. KRAUSS
MAUREEN E. MCGRATH
HUGH W. McNULTY, JR.
KENNETH J. STUART
DIRK W. deROOS
J. MICHAEL GOTTSCHALK
KENNETH E. ILTZ
JAMES D. ARUNDEL
JOHN J. WAGNER
DONALD A. KRESS
DANIEL S. HOROWITZ
PAUL R. TUFT
RONALD T. PFEIFER
GREGORY W. SEARSON
JOHN E. HUBBARD
HARRY D. DIXON, JR.
JOE E. ARMSTRONG
WILLIAM E. HOLLAND
JOHN D. ELLSWORTH
HAVEN N. B. PELL
PAUL D. BUDD
JOEL T. BOEHM
TERRENCE J. FERGUSON
LARRY L. CARLILE
SARAH J. PENN
PATRICIA J. WINTER
LINDSEY MILLER-LEMAN
JOYCE A. DIXON
DIANNE L. STODDARD
TIMOTHY J. KINCAID
JOHN C. MINAHAN, JR.
FRED M. GREGURAS
WAYNE B. HENRY

PAUL E. BELITZ
DENIS P. BURKE
SCOTT C. HOYT
DANIEL S. REYNOLDS
DAVID A. JACOBSON
R. THOMAS ROGGE
J. THOMAS MARTEN
D. CHARLES SHOEMAKER
KENNETH R. DODDS
WALTER L. GRIFFITHS
THOMAS B. HOLLEY
JO E. BASS
FRANK A. TAYLOR
RANDALL R. ELEY
ROGER C. BLAUWET
CURTIS L. CHRISTENSEN
MICHAEL L. CURRY
LOREN E. DESSONVILLE
DAWN R. DUVEN
JANE ERDENBERGER
FELICIA O. FLOWERS-SMITH
LYNNE A. FRIEDEWALD
DENNIS L. HOLSAPPLE
FRANK M. SCHEPERS
JULIA L. GOLD
DENNIS L. RUBEN
JAMES D. SHERRETS
STEVEN F. STRATMAN
CLIFTON R. JESSUR, JR.
DAVID E. GARDELS
CHRISTIAN I. HALABI
JEDD S. PALMER
SHEILA A. PHILLIPS
MOLLY M. ROMERO
PATRICIA SCHUETT PETERSON
STEVEN W. SELINE
JUDY A. WEILL
DENNIS B. WILSON
ELAINE M. MARTIN
KATHERINE A. CAREY
THOMAS J. MCCORMICK
JUDITH A. SCHWEIKART
BRIAN P. MCQUINNY
JOHN H. ROZSMAN
BEVERLY S. GREER

THE OMAHA BUILDING

1650 FARNAM STREET

OMAHA, NEBRASKA 68102

(402) 348-6000

March 12, 1981

ROMAN L. HRUSKA
JOHN W. DELEHANT
WILLIAM GREGGINSKY
FRANK L. BURBRIDGE
GAIL E. BURBRIDGE
COUNSEL

ATLANTA

1200 STANDARD FEDERAL
SAVINGS BUILDING
ATLANTA, GEORGIA 30303
404-522-8700

DENVER

1330 COLORADO NATIONAL BUILDING
DENVER, COLORADO 80202
303-534-1330

MINNESOTA

4644 IDS TOWER
MINNEAPOLIS, MINNESOTA 55402
612-336-1460

WASHINGTON

1101 CONNECTICUT AVENUE N.W.
WASHINGTON, D.C. 20036
1202-828-2400

Greenville News
305 South Main
Greenville, South Carolina 29602

Attention: Classified Ads

Re: Union Carbide Financing
(Greenville County)

Dear Sirs:

Enclosed is a copy of a notice to be placed in your paper on Sunday, March 15, 1981. Kindly send me an affidavit of publication at your earliest convenience.

Cordially,

Randall R. Eley

Randall R. Eley

kc

Enclosure

cc: Mr. William A. McInnis
Joseph Earle, Esq.

14493

NOTICE PURSUANT TO THE INDUSTRIAL DEVELOPMENT PROJECTS ACT,
S.C. CODE Sec. 4-29-10 et seq., AS AMENDED

NOTICE IS HEREBY GIVEN that following the filing of a Petition by the County Council of Greenville County (the "County Board") to the State Budget and Control Board of South Carolina (the "State Board"), approval has been given by the State Board to the following undertaking (including changes in any details of the said undertaking as finally consummated which do not materially affect the said undertaking), viz:

The issuance by the County Board of \$1,000,000 of Greenville County's revenue bonds (the "Bonds") pursuant to the "Industrial Development Projects Act," S.C. Code Sec. 4-29-10 et seq.; as amended (the "Act"), the proceeds of which shall be used to finance a certain project to consist of pollution control facilities to serve the carbon fiber facility of Union Carbide Corporation in Greenville, South Carolina, in order to promote the purposes of the Act, and particularly to increase employment, increase the tax base in the area, and promote the general health and welfare of the inhabitants of Greenville County, the proceeds of the Bonds to be lent to Union Carbide Corporation (the "Company"), a New York corporation duly qualified to do business in the State of South Carolina; the execution and delivery of a Loan Agreement between Greenville County and the Company, pursuant to which the Company will agree to make payments sufficient to repay the principal and interest on the Bonds when due; and the execution and delivery of an Indenture between Greenville County and Wachovia Bank and Trust Company, N.A., as trustee, prescribing the terms and conditions under which the Bonds will be issued and pledging to the payment of the Bonds the payments to be made pursuant to the Loan Agreement.

Drafts of said Loan Agreement and Indenture are on file at the office of the County Board, located in the Courthouse Annex Building, Greenville, South Carolina.

NOTICE IS FURTHER GIVEN that any interested party may at any time within twenty days after the date of publication of this Notice, but not afterwards, challenge the validity of the action of the State Board in approving the said undertaking of the County Board, by action de novo instituted in the Court of Common Pleas for Greenville, County.

THE STATE BUDGET AND CONTROL
BOARD OF SOUTH CAROLINA
By: William A. McInnis
Deputy Executive Director

EXHIBIT

FEB 10 1981 NO. 2

STATE BUDGET & CONTROL BOARD

A RESOLUTION

APPROVING THE UNDERTAKING OF GREENVILLE COUNTY TO ISSUE \$1,000,000 OF ITS REVENUE BONDS FOR UNION CARBIDE CORPORATION PURSUANT TO THE INDUSTRIAL DEVELOPMENT PROJECTS ACT, SECTIONS 4-29-10 ET SEQ. OF THE SOUTH CAROLINA CODE.

WHEREAS, the County Council of Greenville County (the "County Board"), pursuant to the Industrial Development Projects Act, Sections 4-29-10 et seq. (the "Act"), has petitioned the State Budget and Control Board of South Carolina (the "State Board") and is seeking the approval of the State Board to an undertaking by the County Board pursuant to the Act; and

WHEREAS, the proposed undertaking consists of the issuance of \$1,000,000 of the revenue bonds of Greenville County (the "Bonds") by the County Board pursuant to the Act, the proceeds of which will be loaned to Union Carbide Corporation, a New York corporation (the "Company"), and used in order to defray the cost of acquiring, constructing, improving and installing certain industrial development facilities for pollution control purposes (the "Project") by the Company in Greenville County, South Carolina, more fully described in Exhibit A, attached hereto; and

WHEREAS, the County and the Company propose to enter into a financing agreement (the "Loan Agreement") pursuant to

14496

which the Company will agree to repay the loan of the proceeds from the sale of the Bonds in amounts sufficient to pay the principal, premium, if any, and interest on the Bonds as they become due; and

WHEREAS, the County proposes to enter into an Indenture (the "Indenture") with Wachovia Bank and Trust Company, N.A., as Trustee (the "Trustee") prescribing the terms and conditions upon which the Bonds will be issued and pledging to the payment of the Bonds the loan repayments to be made pursuant to the Loan Agreement; and

WHEREAS, the forms of the Loan Agreement between Greenville County and the Company and of the Indenture have been considered by this Board;

NOW, THEREFORE, BE IT RESOLVED BY THE STATE BUDGET AND CONTROL BOARD, IN MEETING ASSEMBLED:

1. It has been found and determined by the State Board:

A. That the statements of facts set forth in the recitals of this Resolution are in all respects true and correct.

B. That the County Board has filed a proper petition to the State Board in accordance with the provisions of Section 4-29-140 of the Act, setting forth a brief description of the Project, a reasonable estimate of the cost of the Project, and a general summary of the terms and conditions of the Loan Agreement and Indenture.

C. The financing of the Project by the County Board through the issuance of the Bonds will promote the purposes of the Act and the public purposes of the County Board; namely: the increasing of employment, the increasing of the tax base in the area, and the promoting of the general health and welfare of the inhabitants of Greenville County.

2. On the basis of the foregoing findings the proposed undertaking of the County Board (i) to enter into the Indenture and issue the Bonds; (ii) to loan the proceeds thereof to the Company for the purpose of defraying the cost of acquiring, constructing, improving, and installing the Project (which will be owned by the Company and in which the County will have no interest); and (iii) to enter into a Loan Agreement with the Company, providing for the payment of the Bonds, which shall be payable solely from the revenues to be derived by the County under the Loan Agreement, all pursuant to the Act (including changes in any details of the said undertaking as finally consummated which do not materially affect the said undertaking) be, and the same is hereby approved, and the County Board may proceed therewith.

3. Notice of the action taken by the State Board in giving approval to the above described undertaking of Greenville County shall be published in a newspaper having general circulation in Greenville County.

EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of certain pollution control facilities to serve Union Carbide Corporation's carbon fiber facility in Greenville, South Carolina, to assure compliance with applicable State and Federal regulations. The principal components of the Project include:

1. HCN Thermal Oxidation Facility consisting of Air Handling Units, Hoods, Collection Lines, Thermal Oxidizer and Stack;
2. AN Venting System consisting of Air Handling Units, Hoods, Collection Lines and Stack;
3. AN Stripping Facilities consisting of a Column, Pumps, Condenser, Reboiler and Heat Exchangers;
4. AN Treatment by Sodium Bisulfite System consisting of Tanks, Pumps, Drains and Piping;
5. Sulphuric Acid Neutralization System consisting of Tanks, Pumps, Drains and Piping;
6. Spill Prevention System and Toxic Waste Collection System consisting of Tanks, Pumps, Drains and Piping; and
7. Related Electrical and Mechanical Facilities necessary for the proper operation of the above.

EXHIBIT

STATE OF SOUTH CAROLINA

FEB 10 1981 NO. 2

COUNTY OF RICHLAND

STATE BUDGET & CONTROL BOARD

I, WILLIAM A. McINNIS, Secretary to the South Carolina State Budget and Control Board, DO HEREBY CERTIFY:

That the said State Budget and Control Board (the Board) is composed of the following:

His Excellency, Richard W. Riley, Governor and Chairman of the Board;

The Honorable Grady L. Patterson, Jr., State Treasurer;

The Honorable Earle E. Morris, Jr., Comptroller General;

The Honorable Rembert C. Dennis, Chairman of the Senate Finance Committee; and

The Honorable Tom G. Mangum, Chairman of the House Ways and Means Committee.

That due notice of a meeting of the Board, called to be held in Columbia, South Carolina at 10:00 a.m., Tuesday, February 10, 1981, was given to all members in writing, and at least four (4) days prior to said meeting; that all members of said Board were present at said meeting, with the exception of:

Mr. Earle E. Morris, Jr.

Senator Rembert C. Dennis (during consideration of this item)

That at said meeting, a Resolution, of which the attached is a true, correct and verbatim copy, was introduced by Rep. Mangum, who moved its adoption; said motion was seconded by Mr. Patterson, and upon the vote being taken and recorded it appeared that the following votes were cast:

FOR MOTION

AGAINST MOTION

3

0

That the Chairman thereupon declared the Resolution unanimously adopted and the original thereof has been duly entered in the permanent records of minutes of meetings of said Board in my custody as its Secretary.

Secretary

February 11, 1981

14500

TO

FROM

William A. McInnis

Deputy Executive Director

State Budget and Control Board

AUDITING DIVISION

State Auditor's Office

P.O. BOX 11333 COLUMBIA, SOUTH CAROLINA 29211

Phone (803) 758-8406

SUBJECT

Date 2 / 4 / 81

MESSAGE

The attached memo summarizes our review of the financial statements of Union Carbide Corporation in connection with the proposed issuance of industrial revenue bonds by Greenville County in the amount of \$1,000,000.

Signed
REPLY*Stacy C. Powell*

EXHIBIT

FEB 10 1981

NO. 2

STATE BUDGET & CONTROL BOARD

Signed

Date

14501

Carris

DA-6472

SEND PARTS 1 AND 3 WITH CARBON INTACT. PART 2 WILL BE RETURNED WITH REPLY.

3 PART

EXHIBIT

FEB 10 1981

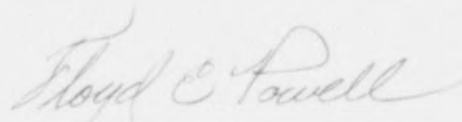
NO. 2

STATE BUDGET & CONTROL BOARD

Union Carbide Corporation
Financial Statement Review

Re: Industrial Revenue Bond Issue \$1,000,000 Greenville County

1. There is no reason to disapprove this bond issue based upon our review of Union Carbide audited financial statements for the years ended December 31, 1979, 1978 and 1977.
2. Independent auditors (Main, Hurdman and Cranstoun) have issued unqualified opinions on each of the financial statements noted above.
3. Union Carbide is a publicly - owned corporation whose capital stock is listed on the New York Stock Exchange. The 1979 published annual report discloses that the per-share price of the stock during the year ranged from a low of \$34 to a high of \$44 1/2. The ten-year summary of operations contained in the 1979 annual report indicates a consistent pattern of earnings and growth of working capital and stockholders' equity.
4. The financial position of the company appears adequate to support the proposed and existing debt.



Floyd E. Powell
February 4, 1981

14502



UNION CARBIDE CORPORATION
270 PARK AVENUE, NEW YORK, N. Y. 10017

EXHIBIT
JAN 29 1981
FEB 10 1981 NO. 2
STATE BUDGET & CONTROL BOARD

January 26, 1981

Mr. W. A. McInnis
Deputy Executive Director
State Budget and Control Board of South Carolina
Box 12444
Columbia, SC 29211

Dear Mr. McInnis:

Attached are three copies of our most recent 10-K report which includes summary information for the past ten years. Also enclosed is our most recent 10-Q for the nine months ending September 30, 1980.

We will be in a position to send you year-end 1980 results presently and will plan to do so.

Thank you for your assistance with our tax-exempt bond financing.

Sincerely yours,

W. Edward Burrell / meb

W. Edward Burrell
Senior Financial Associate
Finance & Banking Department

WEB:meb
Enclosures

14503

20 BF
1/29

FEB 10 1981



Greenville County

EXHIBIT

FEB 10 1981 NO. 2

STATE BUDGET & CONTROL BOARD

February 6, 1981

Mr. William A. McInnis
Deputy Executive Director
State Budget and Control Board
P.O. Box 12444
Columbia, S.C. 29211

Dear Mr. McInnis:

Re: \$1,000,000 Greenville County, South Carolina
Industrial Development Bonds - Union Carbide Project

Enclosed is a resolution, adopted by Greenville County Council at its regular meeting on Tuesday, February 3, 1981, in connection with the above referenced bond issue.

This is being forwarded to you at the request of Randall R. Eley of Kutak, Rock and Huie of Omaha, Nebraska.

Sincerely,

Mary T. Turner, Clerk
Greenville County Council

/t

Enc.

Copy: Randall R. Eley

14504

ROBERT J. KUTAK
HAROLD L. ROCK
WILLIAM G. CAMPBELL
ALLAN JAY GARFINKLE
THOMAS A. WOODWARD
GLEN A. BURBRIDGE
RICHARD L. WEILL
JOHN E. MUSSELMAN
WALLACE H. JOHNSON
RICHARD A. SPELLMAN
STEVEN S. HUFF
GREGORY DUBOIS ERWIN
THOMAS J. MCCUSKER
GEORGE H. KRAUSS
MAUREEN E. MCGRATH
HUGH W. MCNULTY, JR.
KENNETH J. STUART
DIRK W. GEROOS
J. MICHAEL GOTTSCHALK
KENNETH E. ILTZ
JAMES D. ARUNDEL
JOHN J. WAGNER
DONALD A. KRESS
DANIEL S. HOROWITZ
PAUL R. TUFT
RONALD T. PFEIFER
GREGORY W. SEARSON
JOHN E. HUBBARD
HARRY D. DIXON, JR.
JOE E. ARMSTRONG
WILLIAM E. HOLLAND
JOHN D. ELLSWORTH
HAVEN N. B. PELL
PAUL D. BUDD
JOEL T. BOEHM
TERRENCE J. FERGUSON
LARRY L. CARLILE
SARAH J. PENN
PATRICIA J. WINTER
LINDSEY MILLER-LEMAN
JOYCE A. DIXON
DIANNE L. STODDARD
TIMOTHY J. KINCAID
JOHN C. MINAHAN, JR.
FRED M. GREGURAS
WAYNE B. HENRY

PAUL E. BELITZ
DENIS R. BURKE
SCOTT C. HOYT
DANIEL S. REYNOLDS
DAVID A. JACOBSON
P. THOMAS POGGE
J. THOMAS MARTEN
D. CHARLES SHOEMAKER
KENNETH R. DODDS
WALTER L. GRIFFITHS
THOMAS B. HOLLEY
JO E. BASS
FRANK A. TAYLOR
RANDALL R. ELEY
ROGER C. BLAUWET
CURTIS L. CHRISTENSEN
MICHAEL L. CURRY
LOREN E. DESSONVILLE
DAWN R. DUVEN
JANE ERDENBERGER
FELICIA O. FLOWERS-SMITH
LYNNE A. FRIEDEWALD
DENNIS L. HOLSAPPLE
FRANK M. SCHEPERS
JULIA L. GOLD
DENNIS L. RUBEN
JAMES D. SHERRETS
STEVEN F. STRATMAN
CLIFTON R. JESSUP, JR.
DAVID E. GARDELS
CHRISTIAN I. HALABI
JEDD S. PALMER
SHEILA A. PHILLIPS
MOLLY M. ROMERO
PATRICIA SCHUETT PETERSON
STEVEN W. SELINE
JUDY A. WEILL
DENNIS B. WILSON
ELAINE M. MARTIN
KATHERINE A. CAREY
THOMAS J. MCCORMICK
JUDITH A. SCHWEIKART
BRIAN R. MCGINTY
JOHN N. ROZSMAN
BEVERLY S. GREER

KUTAK ROCK & HUIE

THE OMAHA BUILDING

1650 FARNAM STREET

OMAHA, NEBRASKA 68102

(402) 346-6000

JAN 26 1981

ROMAN L. HRUSKA
JOHN W. DELEHANT
WILLIAM GRONINSKY
FRANK L. BURBRIDGE
GAIL E. BURBRIDGE
COUNSEL

ATLANTA

1200 STANDARD FEDERAL
SAVINGS BUILDING
ATLANTA, GEORGIA 30303
(404) 522-8700

DENVER

1330 COLORADO NATIONAL BUILDING
DENVER, COLORADO 80202
(303) 534-1330

MINNESOTA

700 PILLSBURY CENTER
MINNEAPOLIS, MINNESOTA 55402
(612) 336-7008

WASHINGTON

1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036
(202) 628-2400

January 23, 1981

EXHIBIT

FEB 10 1981

NO. 2

STATE BUDGET & CONTROL BOARD

Mr. William A. McInnis
Deputy Executive Director
State Budget and Control Board
of South Carolina
Post Office Box 12444
Columbia, South Carolina 29211

\$1,000,000

Greenville County, South Carolina

Environmental Improvement Revenue Bonds Due 200
(Union Carbide Corporation Project--Series 1981)

Dear Mr. McInnis:

Enclosed are ten copies of an approving resolution to be adopted by the State Budget and Control Board with respect to the referenced financing. Also enclosed are three copies of the following:

1. Resolution of Greenville County Council adopted on April 15, 1980;
2. Resolution of the County Council and Petition to the State Board to be adopted on February 3, 1981 (draft);

To KH
1/26/81
for 2/10

14505

KUTAK ROCK & HUIE

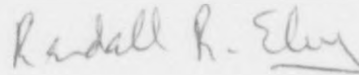
Mr. William A. McInnis
January 23, 1981
Page Two

3. Loan Agreement (draft); and
4. Indenture (draft).

I have spoken with Union Carbide officials who are forwarding financial reports for the last three years under separate cover. I am also making arrangements with Greenville County officials to get signed copies of the Resolution of February 3 and the Petition to you shortly after the County meeting.

Thank you again for all of the assistance you have given me during the last two and one-half years. Should you need any additional information, please call me.

Cordially,



Randall R. Eley

mps

Enclosures

cc: Joseph Earle, Esq.
Mrs. Mary T. Turner
Mr. W. Edward Burrell
Stan Baumblatt, Esq.
Ms. Carolyn A. O'Boyle
Ms. Jean A. Keefer

14506

JAN 29 1981

UNION CARBIDE CORPORATION

270 PARK AVENUE
NEW YORK, N.Y. 10017

EXHIBIT

FEB 10 1981

NO. 2

LAW DEPARTMENT

STATE BUDGET & CONTROL BOARD

January 27, 1981

Mr. William A. McInnis
Deputy Executive Director
State Budget and Control Board
of South Carolina
Box 12444
Columbia, South Carolina 29211

Dear Mr. McInnis:

Enclosed please find materials comprising Union Carbide Corporation's Annual Report and Form 10K for 1977, 1978 and 1979 and Form 10Q for first three quarters, 1980, forwarded upon request of Randall Eley.

Very truly yours,



Stanley Baublatt

SB/rm
cc: M.W. McDaniel
Encls.

14507

7065
1/29

EXHIBIT

FEB 10 1981

NO. 2

A RESOLUTION

STATE BUDGET & CONTROL BOARD

AMENDING A RESOLUTION DATED APRIL 15, 1980 BY THE COUNTY COUNCIL OF GREENVILLE COUNTY AND ENTITLED "A RESOLUTION APPROVING THE FINANCING OF THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF INDUSTRIAL AND COMMERCIAL FACILITIES IN GREENVILLE COUNTY, SOUTH CAROLINA, BY UNION CARBIDE CORPORATION THROUGH THE ISSUANCE OF \$1,400,000, OR SUCH ADDITIONAL AMOUNT AS SHALL HEREINAFTER BE APPROVED, OF GREENVILLE COUNTY, SOUTH CAROLINA, POLLUTION CONTROL REVENUE BONDS, SERIES 1980 A AND B (UNION CARBIDE CORPORATION); AND AUTHORIZING THE PETITION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA FOR ITS APPROVAL OF SUCH UNDERTAKING PURSUANT TO THE INDUSTRIAL DEVELOPMENT PROJECTS ACT, SECTIONS 4-29-10 ET SEQ. OF THE SOUTH CAROLINA CODE."

As an incident to the adoption of this Resolution, the County Council of Greenville County (the "County Board") has made the following findings:

1. The Industrial Development Projects Act, S.C. Code §4-29-10 et seq. (the "Act"), authorizes the governing body of the several counties of the State of South Carolina to issue industrial development bonds.
2. The Federal Income Tax Regulations require that the issuer of such bonds adopt a bond resolution with respect to such bonds or take some other similar official action toward the issuance of such bonds prior to the construction or acquisition of such facilities.
3. The County Board adopted a resolution on April 15, 1980 (the "Initial Resolution"), which authorized the issu-

14508

ance of one or more series of Greenville County Pollution Control Revenue Bonds (the "Bonds") to finance the acquisition, construction, improvement and installation of certain industrial development facilities for pollution control purposes (the "Project") by Union Carbide Corporation, a New York corporation (the "Corporation").

4. At the request of the Corporation, the County Board is hereby amending and supplementing the Initial Resolution in certain respects.

5. When issued, the Bonds may be renamed by the Corporation.

6. The County Board will issue and sell the Bonds in a principal amount presently estimated to be \$1,000,000.

7. The Corporation has requested, and the County Board intends, that only one series of the Bonds be presently issued.

8. The County Board will enter into a loan agreement (the "Loan Agreement"), instead of a lease agreement, with the Corporation under which the proceeds from the sale of the Bonds will be lent to the Corporation to finance the Project, and the Corporation has submitted to the County Board an outline of the proposed Loan Agreement which has been presented at this meeting. Under the Loan Agreement, the Corporation will agree to repay

the loan in amounts sufficient to pay the principal, premium, if any, and interest on the Bonds as the same become due.

9. The last sentence in Finding No. 10 of the Initial Resolution is hereby deleted.

10. The Bonds will be issued pursuant to an Indenture between Greenville County and Wachovia Bank and Trust Company, N.A., as Trustee, prescribing the terms and conditions of the Bonds and the security therefor.

11. The last phrase in Finding No. 13 of the Initial Resolution is amended to read as follows: "and the execution of the Loan Agreement."

12. The term "Loan Agreement" shall be substituted for the phrase "financing agreement with respect to the Project" in Finding No. 15.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF GREENVILLE COUNTY, IN MEETING DULY ASSEMBLED:

1. That the County Board finds that the facts set forth above are in all respects true and correct and on such basis determines to finance the Project described above and in Exhibit A to the Initial Resolution, and to authorize and sell the Bonds by Greenville County as aforesaid.

2. That, except as amended and supplemented by this Resolution, all of the provisions of the Initial Resolution

shall remain in full force and effect. Nevertheless, all provisions of the Initial Resolution which conflict with the provisions of this Resolution are repealed.

BE IT FURTHER RESOLVED:

That the Petition in form substantially as attached hereto (instead of the form of Petition attached to the Initial Resolution) be presented to the State Budget and Control Board of South Carolina to seek the approval required by Section 4-29-140 of the Act; and that said Petition shall be duly executed by the Chairman of the County Board and attested by its Clerk.

[SEAL]

H. Michael Spivey
Chairman of the County
Council of Greenville
County

Attest:

Frank Ellenburg
County Administrator

Mary Turner
Clerk of the County
Council of Greenville
County

14511

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

_____	:	
TO THE STATE BUDGET AND CONTROL	:	
	:	<u>P E T I T I O N</u>
	:	
BOARD OF SOUTH CAROLINA	:	
_____	:	

The Petition of the County Council of Greenville County (the "County Board") pursuant to the Industrial Development Projects Act, S.C. Code §4-29-10 et seq. (the "Act"), and in particular Section 4-29-140 thereof, respectfully shows:

1. The County Board is the governing body of Greenville County, as established by Article I, Chapter 26, Title 14, Code of Laws of South Carolina, 1962, as amended, and as such is the "Governing Board" of Greenville County (the "County") referred to in the Act.

2. The Act authorizes the County Board, subject to obtaining the approval and findings from the State Budget and Control Board of South Carolina as required by Section 4-29-140 of the Act, to enter into agreements with any industry to construct and improve facilities to be used for purposes of industry, commerce or research, to enter into a financing agreement with such industry prescribing the terms and conditions of the payments to be made by the industry to

the County or its assignee to meet the payments that shall become due on bonds issued pursuant to the Act; and to issue revenue bonds for the purpose of defraying the cost of acquiring and improving such industrial, commercial or research facilities.

3. The County Board has agreed to undertake to finance the acquisition, construction, improvement and installation of certain industrial development facilities for pollution control purposes (the "Project") by Union Carbide Corporation, a New York corporation (the "Corporation").

4. The County Board is advised by the Corporation that the cost of acquiring, constructing, improving and installing the Project will be approximately \$1,400,000.

5. The County Board is advised by the Corporation that its present needs call for the issuance of bonds with a face amount of \$1,000,000, to be entitled by the Corporation upon the issuance thereof (the "Bonds"), the proceeds of which will be used to defray the cost of acquiring, constructing, improving and installing the Project. Bonds to finance the balance of the Project may be issued if and when deemed advisable.

6. For the reasons set forth above and hereinafter disclosed, the County Board has found as follows:

A. The acquisition, construction, improvement and installation of the Project is in furtherance of the purposes of the Act and the public purposes of the County Board, and that the financing of the facilities will have the effect of increasing the tax base in the area and promoting the general welfare of the inhabitants of the County.

B. The financing of the Project will not cause any pecuniary liability on the part of the County nor will there be any charge against the County's general credit or taxing power.

C. The Loan Agreement to be entered into between the County and the Corporation in substantially the form enclosed herewith contains a covenant obligating the Corporation to effect the completion of the Project if the proceeds of the Bonds prove insufficient, and further obligate the Corporation (a) to pay the principal of and interest on the Bonds; and (b) to pay the cost of maintaining the Project in good repair and the cost of keeping it properly insured. In view of the well-established credit of the Corporation, there is no need to establish and maintain any reserves in connection with the issuance of the Bonds.

D. The principal, interest and premium, if any, on the Bonds shall be secured by a pledge of the revenues payable to the County pursuant to the Loan Agreement, and neither the Bonds nor any coupons attached thereto shall ever constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, nor ever constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

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

A. The Project to be financed out of the proceeds of the Bonds consists of the acquisition, construction, improvement and installation of equipment for pollution control purposes to serve the Corporation's carbon fiber plant located in the County.

B. The cost of the Project is approximately \$1,400,000.

C. The proposed Loan Agreement, a draft copy of which is enclosed with this Petition, provides in general:

(a) To finance the cost of the acquisition, construction, improvement and installation of the Project, the County will issue its Bonds in the face amount of \$1,000,000, or such additional sum as may later be deemed advisable, to be secured by a pledge of the payments to be made by the Corporation pursuant to the Loan Agreement, and to be issued pursuant to an Indenture, as authorized by the Act, between the County and Wachovia Bank and Trust Company, N.A., as Trustee.

(b) Proceeds derived from the sale of the Bonds will be deposited with the Trustee under said Indenture and will be applied solely for the payment of the costs incident to the acquisition, construction, improvement and installation of the Project and the issuance of the Bonds (including the repayment to the Corporation of any advances made for such purposes).

(c) Under the terms of the Loan Agreement, the Corporation obligates itself to effect the completion of the Project if the proceeds derived from the sale of the Bonds prove insufficient, to pay the amount necessary to meet the payment of principal and interest and premium, if any, on the Bonds as the same become due, and to pay the cost of maintaining the Project in good repair and the cost of keeping it insured.

(d) The Loan Agreement contains no provision imposing any pecuniary liability upon the County or which would create a charge upon its general credit or taxing power.

8. The proposed Indenture prescribes the terms and conditions upon which the Bonds will be issued. A draft copy of the Indenture is enclosed with this Petition. The Indenture makes provision for the issuance of the Bonds in the amount of \$1,000,000 pursuant thereto. It provides for the payment and redemption of the Bonds, the establishment of a Bond Fund in which the proceeds of the payments made by the Corporation pursuant to the Loan Agreement are placed, and for the use of the said fund for the payment of the Bonds. The Indenture contains no provision imposing any pecuniary liability upon the County or which would create a charge upon its general credit or taxing power.

9. It is the intent of the County Board that the Loan Agreement and Indenture shall be finally executed and delivered in substantially the form of those documents as enclosed herewith, and, although changes may be made in the enclosed forms, it is not expected that there will be any changes which will substantially affect the undertaking of the County as now outlined therein.

Upon the basis of the foregoing, the County Board respectfully prays that the State Budget and Control Board

accept the filing of this Petition and the documents enclosed herewith above described, and that the State Board as soon as practical make such investigation as it deems advisable, and that 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 proposed financing of the Project by the County through the issuance of the Bonds pursuant to the Act, including changes in any details of the said financing as finally consummated which do not materially affect the said undertaking of the County, and give published notice of its approval in the manner set forth in Section 4-29-140 of the Act.

February 3, 1981

[SEAL]

Attest:

By Mary Turner
Clerk of the County
Council of
Greenville County

Respectfully submitted,

GREENVILLE COUNTY,
SOUTH CAROLINA

By H Michael Spivey
Chairman of the County
Council of Greenville County

Frank Ellenburg
County Administrator

14517

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

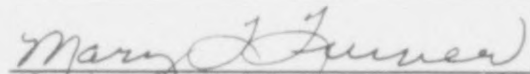
I, the undersigned, Clerk of the County Council of
Greenville County, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy
of the Resolution unanimously adopted by the said County
Council at a duly called and regularly held meeting at which
all members attended and remained throughout on February 3,
1981.

That the said Resolution was proposed by Councilman
Larry H. McCalla , and seconded by Councilman Marshall L.
Cason , and the same is now in full force and
effect and has not been modified, amended, repealed or re-
scinded.

IN WITNESS WHEREOF, I have hereunto set my Hand and the
Seal of the said County Council this 6th day of February,
1981.

[SEAL]


Clerk of the County Council
of Greenville County

14518

EXHIBIT

FEB 10 1981 NO. 2

STATE BUDGET & CONTROL BOARD

A RESOLUTION

APPROVING THE FINANCING OF THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF INDUSTRIAL AND COMMERCIAL FACILITIES IN GREENVILLE COUNTY, SOUTH CAROLINA, BY UNION CARBIDE CORPORATION THROUGH THE ISSUANCE OF \$1,400,000, OR SUCH ADDITIONAL AMOUNT AS SHALL HEREINAFTER BE APPROVED, OF GREENVILLE COUNTY, SOUTH CAROLINA, POLLUTION CONTROL REVENUE BONDS, SERIES 1980 A AND B (UNION CARBIDE CORPORATION); AND AUTHORIZING THE PETITION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA FOR ITS APPROVAL OF SUCH UNDERTAKING PURSUANT TO THE INDUSTRIAL DEVELOPMENT PROJECTS ACT, SECTIONS 4-29-10 ET SEQ. OF THE SOUTH CAROLINA CODE.

As an incident to the adoption of this Resolution, the County Council of Greenville County (the "County Board") has made the following findings:

1. The Industrial Development Projects Act, S.C. Code §4-29-10 et seq. (the "Act"), authorizes the governing body of the several counties of the State of South Carolina to issue industrial development bonds.
2. The Federal Income Tax Regulations require that the issuer of such bonds adopt a bond resolution with respect to such bonds or take some other similar official action toward the issuance of such bonds prior to the construction or acquisition of such facilities.
3. The County Board considers the acquisition, construction, improvement and installation of certain industrial development facilities for pollution control purposes (the

14519

"Project") by Union Carbide Corporation, a New York corporation (the "Corporation"), to be in furtherance of the purposes of the Act and the public purposes of the County Board, and that the financing of the facilities will have the effect of increasing the tax base in the area and promoting the general welfare of the inhabitants of Greenville County.

4. The County Board would undertake to finance the Project through the issuance of Greenville County Pollution Control Revenue Bonds in one or more series (the "Bonds") pursuant to the authorization of the Act.

5. The County Board will issue and sell the Bonds pursuant to the provisions of the Act in a principal amount sufficient to pay the cost of financing the Project, more fully described in Exhibit A attached hereto, together with costs incident to the authorization, sale and issuance of the Bonds being presently estimated to be \$1,400,000.

6. The County Board will also issue and sell the Bonds or such additional bonds pursuant to the provisions of the Act in a principal amount sufficient to pay any cost overruns or additional costs of the Project in excess of the presently estimated costs, or the costs of any modifications or additions to the Project.

7. The proceeds of the Bonds will be used to acquire, construct and improve the Project or any modifications or additions thereto.

8. The Corporation has requested, and the County Board intends, that the first two series of the Bonds be issued in the face amount of no more than \$400,000 and \$1,000,000, respectively.

9. The County Board will enter into a separate financing agreement (the "Lease Agreement") with the Corporation with respect to each series of Bonds, and the Corporation has submitted to the County Board an outline of the proposed Lease Agreement which has been presented at this meeting, under which the Corporation will agree to pay for the use of the Project facilities that are financed by the Bonds and to provide for the payment of principal and interest on the Bonds as the same become due.

10. The Corporation agrees to effect the completion of the Project if the proceeds of the Bonds prove insufficient, and the Corporation further obligates itself to make payments which shall be sufficient to pay the principal and interest on the Bonds as they become due and payable, the cost of maintaining the Project in good repair, and the cost of keeping the Project properly insured. The Lease Agreement

provides that upon full payment of the Bonds, or provision therefor, the Corporation shall purchase the Project facilities that are financed by the Bonds for the sum of \$100.

11. The Bonds will be issued pursuant to a separate Trust Indenture (the "Indenture") between Greenville County and a bank yet to be named as Trustee (the "Trustee") prescribing the terms and conditions of the Bonds and the security therefor. The Bonds will bear interest at a rate or rates to be determined prior to the sale of the Bonds, but not to exceed 12% per annum unless otherwise approved by the County Board.

12. In view of the well-established credit of the Corporation, it is unnecessary to establish reserve funds for the payment of principal and interest on the Bonds.

13. The County Board will adopt or cause to be adopted such proceedings and authorize the execution and delivery of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds; the acquisition, construction and improvement of the Project; and the execution of the financing agreements with the Corporation with respect to the Project.

14. The County Board will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

15. The Bonds shall specifically provide that they shall be payable solely out of the revenues derived from the financing agreement with respect to the Project and that they shall never constitute the debt or indebtedness of the County Board or Greenville County within the meaning of any provision or limitation of the Constitution or statutes of the State of South Carolina.

16. The Bonds will be issued as tax-exempt Bonds pursuant to the provisions of Section 103(b)(6) of the Internal Revenue Code of 1954.

17. It is intended that this Resolution shall constitute "some other similar official action" toward the issuance of the Bonds within the meaning of Section 1.103-8(a)(5) of the Income Tax Regulations prescribed by the United States Treasury Department.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF GREENVILLE COUNTY, IN MEETING DULY ASSEMBLED:

That the County Board finds that the facts set forth above are in all respects true and correct and on such basis

determines to finance the Project described above and in Exhibit A, and to authorize and sell the Bonds by Greenville County as aforesaid.

BE IT FURTHER RESOLVED:

That the Petition in form substantially as attached hereto be presented to the State Budget and Control Board of South Carolina to seek the approval required by Section 4-29-140 of the Act; and that said Petition shall be duly executed by the Chairman of the County Board and attested by its Clerk.

[SEAL]

Attest:

Mary Turner
Clerk of the County
Council of Greenville
County

Melvin M. Pae
Chairman of the County
Council of Greenville
County

Frank Ellenburg
County Administrator

EXHIBIT A

TO RESOLUTION DATED APRIL 15, 1980 BY THE COUNTY COUNCIL OF GREENVILLE COUNTY REPRESENTING "SOME OTHER SIMILAR OFFICIAL ACTION" TOWARD ISSUANCE OF BONDS TO FINANCE THE FACILITIES DESCRIBED HEREIN.

DESCRIPTION OF PROJECT

The facilities comprising the Project acquired, constructed and installed and to be acquired, constructed and installed at the Union Carbide Corporation carbon fiber facility located in Greenville, South Carolina, include:

1. HCN Thermal Oxidation Facility consisting of Air Handling Units, Hoods, Collection Lines, Thermal Oxidizer and Stack;
2. AN Venting System consisting of Air Handling Units, Hoods, Collection Lines and Stack;
3. AN Stripping Facilities consisting of a Column, Pumps, Condenser, Reboiler and Heat Exchangers;
4. AN Treatment by Sodium Bisulfite System consisting of Tanks, Pumps, Drains and Piping;
5. Sulphuric Acid Neutralization System consisting of Tanks, Pumps, Drains and Piping;

6. Spill Prevention System and Toxic Waste Collection System consisting of Tanks, Pumps, Drains and Piping; and

7. Related Electrical and Mechanical Facilities necessary for the proper operation of the above.

DRAFT
KR&H
1-23-81

EXHIBIT

FEB 10 1981 NO. 2

STATE BUDGET & CONTROL BOARD

LOAN AGREEMENT

BETWEEN

GREENVILLE COUNTY, SOUTH CAROLINA

AND

UNION CARBIDE CORPORATION

Dated as of 1, 1981

Environmental Improvement Revenue Bonds Due 200
(Union Carbide Corporation Project--Series 1981)

This Loan Agreement has been assigned by Greenville County, South Carolina, to Wachovia Bank and Trust Company, N.A., as Trustee under an Indenture dated as of 1, 1981, from Greenville County, South Carolina, to such Trustee, as amended or supplemented from time to time. Information concerning such assignment may be obtained from the Trustee at 301 North Church Street, Winston-Salem, North Carolina 27102.

14527

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LOAN AGREEMENT

LOAN AGREEMENT dated as of 1, 1981, between GREENVILLE COUNTY, SOUTH CAROLINA, acting by and through the County Council of Greenville County ("Issuer"), and UNION CARBIDE CORPORATION ("Corporation").

RECITALS

The Industrial Development Projects Act, S.C. Code §4-29-10 et seq., as amended (the "Act"), has been enacted by the Legislature of South Carolina and the Act provides that a county has the power to finance the acquisition, construction and improvement of projects, including pollution control facilities, owned by others, suitable for use for manufacturing or industrial enterprises, located within the jurisdiction of the county, and upon such terms and conditions as the county may deem advisable.

The Act provides that a county may issue revenue bonds payable solely from the revenues derived by the county pursuant to the financing agreement with respect to a project for the purpose of defraying the cost of acquiring, constructing and improving such project and that the principal of and interest on any such bonds shall be secured by a pledge of the revenues from which such bonds shall be payable, and may be secured by a pledge of the financing agreement with respect to such project or such other security agreement covering all or any part of such project or any other property given as security pursuant to the financing agreement by the industry for which the financing is undertaken.

Pursuant to and in accordance with the provisions of the Act, the Issuer proposes to issue and sell revenue bonds in the aggregate principal amount of \$1,000,000 and to loan the proceeds thereof to the Corporation for the purpose of financing the acquisition, construction and improvement by the Corporation of the Project as hereinafter defined.

In order to secure payment of such revenue bonds, certain of the rights and interests of the Issuer under this Agreement will be assigned to the Trustee under the Indenture hereinafter mentioned.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions of Terms. All terms defined in the Indenture shall have the same meaning in this Agreement unless the context otherwise requires. In addition, the following terms shall have the following meanings unless the context otherwise requires:

"Act" means the Industrial Development Projects Act, S.C. Code §4-29-10 et seq., as amended.

"Agreement" means this Loan Agreement, as amended or supplemented from time to time.

"Code" means the Internal Revenue Code of 1954, as amended. References to the Code and to sections of the Code shall include relevant regulations and proposed regulations thereunder and any successor provisions to such sections, regulations or proposed regulations.

"Completion Date" means the date certified pursuant to Section 3.6.

"Corporation Representative" means the person or persons at the time designated to act on behalf of the Corporation in a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person or persons and signed by an officer of the Corporation.

"Event of default" means any of the events described as an event of default in Section 6.1.

"Force Majeure" means any of the causes, circumstances or events described as constituting Force Majeure in Section 6.1.

"Indenture" means the Indenture dated as of the date hereof between the Issuer and Wachovia Bank and Trust Company, N.A., Winston-Salem, North Carolina, as Trustee, relat-

ing to the issuance of the Bonds, as amended or supplemented from time to time.

"Issuer Representative" means the person or persons at the time designated to act on behalf of the Issuer in a written certificate furnished to the Corporation and the Trustee containing the specimen signature of such person or persons and signed by an authorized officer of the Issuer.

"Plans and Specifications" means (a) the plans for the Project with attachments which are available in the principal offices of the Corporation prior to the issuance of the Designated Bonds and (b) the complete plans and specifications for the Project existing on the date of the issuance of the Designated Bonds and maintained by the Corporation at the Plant, as revised from time to time in accordance with Section 3.2.

"Plant" means the Corporation's carbon fiber facility in Greenville County, South Carolina.

"Project" means the facilities to be acquired and constructed to serve the Plant in accordance with the Plans and Specifications, as generally described in Exhibit A hereto.

"Project Costs" means:

(a) costs of preparation of the Plans and Specifications;

(b) legal, financial and accounting fees and expenses and other fees and expenses incurred in connection with the authorization, issuance and sale of the Bonds;

(c) fees and expenses of the Trustee, any Registrar and any Paying Agent;

(d) costs of labor, services, materials, supplies, machinery and equipment for or with respect to the acquisition, construction and improvement of the Project and the acquisition, construction and installation of utility services or other facilities for or with respect to the Project;

(e) interest on the Bonds for a reasonable time prior to construction, during construction and for not exceeding one year after the Completion Date;

(f) miscellaneous expenditures incidental to any of the foregoing items; and

(g) any other costs with respect to the Project or the Bonds permitted by the Act.

ARTICLE II

REPRESENTATIONS

SECTION 2.1. Representations by the Issuer. The Issuer represents that:

(a) It is duly established, organized and validly existing under the laws of the State.

(b) It has the power to enter into this Agreement and perform its agreements hereunder.

(c) It has duly authorized its execution, delivery and performance of this Agreement and the Indenture.

(d) It has determined that the acquisition, construction and improvement by the Corporation of the Project and the loan to the Corporation of the proceeds from the sale of the Designated Bonds as provided in this Agreement will further the intent of the Legislature of the State as expressed in the Act.

(e) The County Council of the Issuer has approved the project to be financed by the Designated Bonds, its estimated cost and the financing thereof under the Act by vote adopted at a duly called and held meeting of said County Council.

SECTION 2.2. Representations by the Corporation. The Corporation represents that:

(a) It is a duly organized and existing corporation under the laws of the State of New York.

(b) It is duly qualified to do business as a foreign corporation under the laws of the State.

(c) It has the corporate power to enter into this Agreement and perform its agreements hereunder.

(d) It has duly authorized its execution, delivery and performance of this Agreement.

(e) It intends to operate the Project as a "project," within the meaning of the Act, until the date on which all of the Designated Bonds and any Additional Bonds issued to complete the Project have been fully paid and are no longer outstanding or until the expiration of the useful life of the Project, whichever is earlier.

(f) The Project constitutes (i) a pollution control "project" within the meaning of the Act and (ii) property of a character subject to the allowance for depreciation under Section 167 of the Code or amounts to be paid or incurred which are, for Federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the Corporation (for example, under Section 266 of the Code) or but for a proper election by the Corporation to deduct such amounts.

(g) Construction, acquisition or reconstruction (within the meaning of the Code) of the Project was not commenced prior to the adoption of the resolution of the Issuer on April 15, 1980, with respect to the Project.

(h) The Project will be located entirely within Greenville County, South Carolina.

ARTICLE III

CONSTRUCTION OF THE PROJECT; ISSUANCE OF THE BONDS

SECTION 3.1. Construction and Maintenance of the Project. The Corporation will acquire, construct and improve the Project with all reasonable dispatch in accordance with the Plans and Specifications. The Corporation will pay the costs of maintaining, repairing and insuring the Project and the Issuer shall have no responsibility therefor.

SECTION 3.2. Revision of Project Description. The Corporation may revise the description of the Project in Exhibit A hereto from time to time. However, no material revision to such description shall be made unless the Corporation shall have delivered to the Trustee an Opinion of Tax Counsel to the effect that such revision or change will not adversely affect the Federal Income Tax Exemption of interest on the Bonds.

SECTION 3.3. Agreement to Issue Designated Bonds. The Issuer will issue, sell and deliver to the purchasers thereof its Designated Bonds and deposit the proceeds thereof with the Trustee as follows:

(a) in the Bond Fund, a sum equal to the accrued interest, if any, paid by the purchasers of the Designated Bonds; and

(b) in the Construction Fund, the balance of such proceeds.

SECTION 3.4. Additional Bonds. Upon request of the Corporation, the Issuer shall to the extent permitted by applicable law use its best efforts to authorize, issue and sell one or more series of Additional Bonds in such amounts as the Corporation may request for the purposes of:

(a) financing the cost of completing the Project;

(b) making at any time or from time to time such substitutions, additions, modifications and improvements in, on or to the Project as authorized by the Act and as the Company may deem necessary or desirable;

(c) refunding one or more series of Bonds;

(d) any combination of the above; or

(e) any other purpose permitted by the Act.

SECTION 3.5. Disbursements from the Construction Fund. The Issuer has authorized and directed the Trustee in Section 6.03 of the Indenture to disburse the moneys in the Construction Fund for Project Costs without further authorization from the Issuer. Before any disbursement may be made from

the Construction Fund, the Corporation shall submit to the Trustee a requisition signed by a Corporation Representative stating for each disbursement to be made:

- (a) the requisition number;
- (b) if other than the Corporation, the name and address of the person to whom payment is due;
- (c) the amount to be paid;
- (d) that each obligation mentioned therein has been properly incurred, is a Project Cost and has not been the basis of any previous withdrawal; and
- (e) that payment of such requisition will not result in less than substantially all of the proceeds of the Designated Bonds or any issue of Additional Bonds expended or to be expended under such requisition and all prior requisitions with respect to such Bonds being used (i) for the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation under Section 167 of the Code, or (ii) for payment of amounts which are, for Federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the Corporation (for example, under Section 266 of the Code) or but for a proper election by the Corporation to deduct such amounts.

SECTION 3.6. Certificate of Completion Date. The Completion Date of the Project shall be evidenced to the Trustee by a certificate of a Corporation Representative stating:

- (a) the date on which the Project was substantially completed;
- (b) that the Project has been substantially completed in accordance with the Plans and Specifications; and
- (c) the amounts which the Trustee shall retain in the Construction Fund for the payment of Project Costs

not yet due or the liability for which the Corporation is contesting or which otherwise should be retained and the reasons such amounts should be retained.

SECTION 3.7. Corporation to Pay Project Costs in Event Construction Fund Insufficient. In the event the moneys in the Construction Fund are not sufficient to pay all Project Costs, the Corporation will pay the remaining Project Costs.

SECTION 3.8. Casualty and Condemnation. Unless the Corporation shall have exercised its option to redeem all Designated Bonds pursuant to Section 3.04(a) of the Indenture, any insurance proceeds or condemnation awards received by the Corporation prior to the Completion Date with respect to the Project shall be paid into the Construction Fund and used as provided in Section 6.03 of the Indenture, or, in the alternative, shall be applied in such manner as in the Opinion of Tax Counsel, delivered to the Trustee, will not adversely affect the Federal Income Tax Exemption of interest on the Bonds.

ARTICLE IV

REPAYMENT OF THE LOAN

SECTION 4.1. Repayments. Upon the terms and conditions in this Agreement, the Issuer will lend to the Corporation the proceeds received by the Issuer from the sale of the Bonds after deducting any accrued interest paid by the purchasers of the Bonds.

The Corporation will repay the loan in installments and will pay all additional amounts necessary, with respect to each date on which principal, premium, if any, and interest is payable (whether at maturity, upon acceleration, by redemption or otherwise) on the Bonds, all in an amount which, together with other moneys available therefor in the Bond Fund, will enable the Trustee to pay:

(a) all interest which will become due and payable on the Bonds on such date;

(b) the principal amount of Bonds, if any, which will become due and payable on such date; and

(c) amounts, if any, required to effect mandatory and optional redemption of Bonds on such date pursuant to Sections 3.02, 3.03 and 3.04 of the Indenture, together with any applicable redemption premium.

The Corporation will pay the amounts it is required to pay under this Section directly to the Trustee for deposit in the Bond Fund at least one business day before corresponding amounts are due on the Bonds or within such lesser period as the Trustee may permit.

The Trustee shall not use any of the amounts deposited in the Bond Fund pursuant to this Section for any purpose other than the payment of principal of, premium, if any, and interest on the Bonds payable on the date with respect to which such amounts were deposited.

SECTION 4.2. No Setoff. The obligation of the Corporation to make the payments required by Section 4.1 shall be absolute and unconditional. The Corporation will pay without abatement, diminution or deduction (whether for taxes or otherwise) all such amounts regardless of any cause or circumstance whatsoever including, without limitation, any defense, setoff, recoupment or counterclaim which the Corporation may have or assert against the Issuer, the Trustee, any holder of a Bond or Coupon or any other person.

SECTION 4.3. Prepayments. The Corporation may at any time prepay all or any part of the amounts it is required to pay under Section 4.1. Such prepayments shall be deposited in the Bond Fund and, at the option of the Corporation, may be credited against payments required by Section 4.1 at the time such payments are required to be made thereunder, or applied to the purchase or redemption of outstanding Bonds as provided in the Indenture.

SECTION 4.4. Expenses. The Corporation will pay:

(a) all reasonable fees and expenses, including counsel fees, of the Trustee, any Registrar and any Paying Agent; and

(b) all expenses of the Issuer incurred at the request or with the consent of the Corporation or as required by law in connection with the financing of the Project.

SECTION 4.5. Indemnification. The Corporation will indemnify the Trustee against all liabilities, claims, costs and expenses imposed upon or asserted against the Trustee on account of any actions taken or omitted by the Trustee arising out of this Agreement, the Indenture or the Bonds at the request of or with the consent of the Corporation.

The Corporation will indemnify the Issuer against all liabilities, claims, costs and expenses imposed upon or asserted against the Issuer on account of any failure on the part of the Corporation to perform or comply with any of the provisions of this Agreement.

If any proceeding is brought against the Issuer or the Trustee in respect of which indemnity may be sought hereunder, it shall notify the Corporation promptly after it learns of such proceeding. Upon receipt of such notice, the Corporation shall have the obligation and the right to assume and control the defense of the proceeding. An indemnified party may employ separate counsel and participate in the defense. The Corporation shall not be liable for any settlement without its consent.

SECTION 4.6. Past Due Payments. In the event the Corporation shall fail to pay amounts required to be paid under Section 4.1, any such amounts attributable to principal on the Bonds shall continue to bear interest from the maturity date or redemption date on the Bonds to which such defaulted amounts relate at the rate of interest on such Bonds.

ARTICLE V

FURTHER AGREEMENTS

SECTION 5.1. Successor to Issuer. The Issuer will do all things in its power to maintain its corporate existence or assure the assumption of its obligations hereunder and under the Indenture by any public body succeeding to its powers under the Act.

SECTION 5.2. Successor to Corporation. The Corporation will not transfer all or substantially all of its assets as an entirety (whether by liquidation, dissolution or otherwise) and will not consolidate with or merge into another

corporation unless the resulting, surviving or transferee corporation irrevocably and unconditionally assumes, in an instrument delivered to the Issuer and to the Trustee, the performance and observance of the agreements of the Corporation under this Agreement.

Upon the delivery of such instrument, the Corporation shall thereupon be relieved of any further obligation under this Agreement or with respect to the Bonds; and the resulting, surviving or transferee corporation shall succeed to and be substituted for the Corporation under this Agreement.

SECTION 5.3. Tax-Exempt Status of Bonds. The Corporation agrees that substantially all of the proceeds from the Bonds shall be used only with respect to facilities to be located within the corporate boundaries of Greenville County, South Carolina; and that the Corporation will be the principal user of the Project within the meaning of Section 103(b)(6) of the Code, and that there are no outstanding obligations issued subsequent to April 30, 1968, of any state, territory or possession of the United States of America, or any political subdivision of the foregoing or of the District of Columbia, the interest on which is exempt under Section 103(b)(6) of the Code, and the proceeds of which have been or are to be used primarily with respect to facilities located within the corporate boundaries of Greenville County, South Carolina, and the principal user of which is the Corporation (including any person related to the Corporation within the meaning of Section 103(b)(6)(C) of the Code). The Corporation further agrees that it has not taken or omitted to take and shall not take or omit to take, and the Issuer agrees that it has not taken or omitted to take and shall not take or omit to take, any action which, if taken or omitted to be taken, would adversely affect the Federal Income Tax Exemption of interest on the Bonds.

Within 30 days after a final determination as described in Section 3.04(b) of the Indenture, the Corporation will deliver to the Trustee a certificate to such effect and select a redemption date as set forth in Section 3.05(a)(iv) of the Indenture.

SECTION 5.4. No Arbitrage. Neither the Corporation nor the Issuer shall take any action whereby the proceeds of the Bonds, within the meaning of Section 103(c) of the Code,

shall be invested or used in such manner that any of the Bonds would be "arbitrage bonds" within the meaning of such section. Barring unforeseen circumstances, the Corporation shall not approve the use of the proceeds of any Bonds otherwise than in accordance with the Issuer's arbitrage certificate given in connection with the issuance of such Bonds.

SECTION 5.5. Annual Reports. Within 120 days after the end of each fiscal year, the Corporation shall furnish to the Trustee a copy of the Corporation's annual report to its stockholders.

SECTION 5.6. Corporation to Remain Qualified in the State or Appoint Agent. The Corporation will remain duly qualified to do business as a foreign corporation in the State or will maintain an agent in the State on whom service of process may be made in connection with any actions against the Corporation arising out of this Agreement

SECTION 5.7. Designation of Paying Agent. Upon request of the Corporation, the Issuer will cause the necessary arrangements to be made through the Trustee for the designation, pursuant to the Indenture, of one or more Paying Agents.

SECTION 5.8. Consent to Assignment. The Corporation approves all the terms of the Indenture and consents to the assignment made by the Issuer to the Trustee therein.

SECTION 5.9. Rights of Corporation under Indenture. The Corporation may exercise its rights and options under Section 4.3 and under the Indenture whether or not it is in default hereunder.

SECTION 5.10. No Interest of Issuer in Project. The Issuer shall not have any rights to or interest in the Project under this Agreement. The Project shall be the sole and exclusive property of the Corporation.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1. Events of Default. Each of the following shall be an "event of default":

(a) The Corporation shall fail to pay the amounts required to be paid with respect to principal of or premium, if any, on the Bonds when the same shall become due and payable at maturity, upon redemption or otherwise.

(b) The Corporation shall fail to pay the amounts required to be paid with respect to interest on the Bonds when the same shall become due and payable and such failure shall continue for a period of 30 days.

(c) The Corporation shall fail to perform or observe any of its agreements contained in this Agreement other than as specified in paragraphs (a) and (b) above, if such failure continues for the period and after the notice specified in Section 6.2.

(d) The Corporation shall:

(i) admit in writing its inability to pay its debts generally as they become due; or

(ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; or

(iii) make an assignment for the benefit of creditors; or

(iv) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property.

(e) The Corporation shall file a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof.

(f) The Corporation shall, in a petition in bankruptcy filed against it, be adjudicated a bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Corporation, a receiver or trustee for the Corporation or for the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of the Corporation under the

Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such adjudication, order or decree shall not be vacated or set aside or stayed within 90 days from the date of the entry thereof.

The foregoing provisions of this Section 6.1(c) are subject to the following limitations: if by reason of Force Majeure the Corporation is unable in whole or in part to perform or observe its agreements under this Agreement other than its obligations under Sections 4.1, 4.5, 5.4 and 5.6, the Corporation shall not be deemed in default during the continuance of such inability, including a reasonable time for the removal of the effect thereof.

The term "Force Majeure" shall mean, without limitation, the following:

(a) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(b) any cause, circumstance or event not reasonably within the control of the Corporation.

The Corporation will use its best efforts to remedy with all reasonable dispatch the Force Majeure preventing the Corporation from performing or observing its agreements under this Agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Corporation, and the Corporation shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Corporation unfavorable to the Corporation.

SECTION 6.2. Notice of Default; Opportunity to Cure.
No default under Section 6.1(c) shall constitute an event of default until:

(a) the Trustee or the Issuer, by registered or certified mail, shall give notice to the Corporation of such default specifying the same and stating that such notice is a "Notice of Default"; and

(b) the Corporation shall have had 90 days after receipt of such notice to correct the default and shall not have corrected it.

However, if the default cannot be corrected within such 90-day period, it shall not constitute an event of default if corrective action is instituted by the Corporation within such 90-day period and diligently pursued until the default is corrected.

SECTION 6.3. Acceleration; Remedies. Whenever the Trustee shall have declared the principal of all Bonds then outstanding to be due and payable pursuant to Section 9.03 of the Indenture, the Trustee shall by written notice to the Corporation declare all unpaid amounts payable under Section 4.1 to be due and payable immediately.

Upon any such declaration, (a) such unpaid amounts shall become immediately due and payable without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, and (b) the Trustee may pursue any available remedy to collect the payments then due and thereafter to become due under this Agreement, or to enforce performance of any agreement of the Corporation contained herein.

If, however, the Trustee shall annul any acceleration of the Bonds in accordance with Section 9.03 of the Indenture, then the Trustee on behalf of the Issuer shall annul such declaration hereunder and rescind any remedial steps theretofore taken. Thereafter, the parties shall be restored to their former positions.

SECTION 6.4. Attorneys' Fees and Expenses. If an event of default occurs and if the Issuer or the Trustee should employ attorneys or incur expenses for the enforcement of any

obligation or agreement of the Corporation contained herein, the Corporation on demand will pay to the Issuer or the Trustee the reasonable fees of such attorneys and the reasonable expenses so incurred.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Indenture Provisions. The provisions of Articles VIII, XI and XII of the Indenture are incorporated by reference in and apply to this Agreement to the extent expressed therein.

SECTION 7.2. Confidential Information. The Corporation shall not be required to disclose, or to permit the Issuer, the Trustee or others to acquire access to, any trade secrets of the Corporation or any other processes, techniques or information deemed by the Corporation to be proprietary or confidential.

SECTION 7.3. Counterparts. This Agreement may be executed in any number of counterparts, one of which, when so executed and delivered and accepted by the Trustee shall be an original, and the balance shall be duplicates; but such counterparts shall together constitute but one and the same Agreement.

SECTION 7.4. Entire Agreement. This Agreement and the Indenture constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Issuer and the Corporation with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above mentioned.

[SEAL]

GREENVILLE COUNTY, SOUTH
CAROLINA

Attest:

By _____
Clerk of the County
Council of
Greenville County

By _____
Chairman of the County
Council of Greenville
County

[SEAL]

UNION CARBIDE CORPORATION

Attest:

By _____
Treasurer

By _____
Assistant Secretary

RECEIPT

Receipt of the foregoing original counterpart of this Agreement is hereby acknowledged.

WACHOVIA BANK AND TRUST
COMPANY, N.A., as Trustee

By _____

ACKNOWLEDGMENT OF ISSUER

STATE OF]
] SS.
COUNTY OF]

I, a Notary Public in and for the jurisdiction aforesaid, hereby certify that the foregoing instrument was acknowledged before me this day of , 1981, by and , Chairman of the County Council of Greenville County and Clerk of said County Council, respectively, of Greenville County, South Carolina, who signed the foregoing instrument, to be the act and deed of Greenville County, South Carolina.

Notary Public

[SEAL]

My Commission Expires:

ACKNOWLEDGMENT OF CORPORATION

STATE OF |
 | SS.
COUNTY OF |

I, a Notary Public in and for the jurisdiction afore-
said, hereby certify that the foregoing instrument was
acknowledged before me this day of , 1981, by
 , Treasurer of UNION CARBIDE CORPORATION,
a New York corporation, who signed the foregoing instrument
on behalf of the corporation.

Notary Public

[SEAL]

My Commission Expires:

14549

EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of certain facilities to serve Union Carbide Corporation's carbon fiber facility in Greenville, South Carolina, to assure compliance with applicable State and Federal regulations. The principal components of the Project include:

1. HCN Thermal Oxidation Facility consisting of Air Handling Units, Hoods, Collection Lines, Thermal Oxidizer and Stack;
2. AN Venting System consisting of Air Handling Units, Hoods, Collection Lines and Stack;
3. AN Stripping Facilities consisting of a Column, Pumps, Condenser, Reboiler and Heat Exchangers;
4. AN Treatment by Sodium Bisulfite System consisting of Tanks, Pumps, Drains and Piping;
5. Sulphuric Acid Neutralization System consisting of Tanks, Pumps, Drains and Piping;
6. Spill Prevention System and Toxic Waste Collection System consisting of Tanks, Pumps, Drains and Piping; and
7. Related Electrical and Mechanical Facilities necessary for the proper operation of the above.

DRAFT
KR&H
1-23-81

EXHIBIT

FEB 10 1981 NO. 2

STATE BUDGET & CONTROL BOARD

GREENVILLE COUNTY, SOUTH CAROLINA

To

WACHOVIA BANK AND TRUST COMPANY, N.A.,
as Trustee

INDENTURE

Dated as of 1, 1981

Environmental Improvement Revenue Bonds Due 200
(Union Carbide Corporation Project--Series 1981)

14551

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INDENTURE dated as of 1, 1981, between GREENVILLE COUNTY, SOUTH CAROLINA, acting by and through the County Council of Greenville County (the "Issuer"), and WACHOVIA BANK AND TRUST COMPANY, N.A., as Trustee (the "Trustee").

RECITALS

Pursuant to and in accordance with the provisions of the Industrial Development Projects Act, S.C. Code §4-29-10 et seq., as amended (the "Act"), the Issuer has agreed to make a loan to Union Carbide Corporation (the "Corporation") for the purpose of financing the acquisition, construction and improvement by the Corporation of certain pollution control facilities (the "Project") as described in Exhibit A to the Agreement mentioned below.

The estimated amount necessary to loan to the Corporation to finance the cost of the Project will require the issuance of revenue bonds in the aggregate principal amount stated in Section 2.01.

The Issuer has entered into this Indenture in consideration of the mutual agreements hereinafter mentioned, the acceptance by the Trustee of the trusts hereby created, and for other good and valuable consideration, receipt of which the Issuer acknowledges.

NOW THEREFORE:

ASSIGNMENT

The Issuer, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds and the performance and observance by the Issuer of all its agreements expressed herein and in the Bonds, hereby pledges and assigns to the Trustee:

(i) all of the rights and interests of the Issuer in the Agreement except for the rights of the Issuer under Sections 4.4(b) and 4.5 of the Agreement; and

(ii) all funds held in trust pursuant to this Indenture, except funds held in the Construction Fund,

to have and to hold in trust upon the terms herein set forth for the benefit, security and protection of all holders of Bonds and Coupons issued under and secured by this Indenture.

The Issuer, in order to secure the performance by the Corporation of its obligation under Section 3.1 of the Agreement, hereby pledges and assigns to the Trustee all funds held in the Construction Fund pursuant to this Indenture, to have and to hold in trust upon the terms herein set forth for the benefit of the Corporation.

The parties hereto agree, for the equal and proportionate benefit of the holders of Bonds and Coupons, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Terms. All terms defined in the Agreement shall have the same meaning in this Indenture, unless the context otherwise requires. In addition, the following terms shall have the following meanings, unless the context otherwise requires:

"Additional Bonds" means Additional Bonds issued pursuant to Section 2.07.

"Agreement" means the Loan Agreement dated as of the date hereof between the Issuer and the Corporation, as amended or supplemented from time to time.

"Bond Fund" means the Bond Fund created pursuant to Section 5.01.

"Bondholder" or "holder" or "owner of Bonds" means the bearer of any Coupon Bond payable to bearer, the registered owner of any Coupon Bond registered as to principal other than to bearer, and the registered owner of any Fully Registered Bond. The word "holder" when used with reference to a Coupon means the bearer of such Coupon.

"Bondholder List" means the Bondholder List maintained pursuant to Section 2.09.

"Bond Register" means the Bond Register maintained pursuant to Section 2.08.

"Bond Resolution" means the resolution or ordinance adopted by the Issuer authorizing the execution and delivery of the Bonds and this Indenture.

"Bonds" means Designated Bonds and any Additional Bonds.

"Construction Fund" means the Construction Fund created pursuant to Section 6.01.

"Coupon" means a coupon appertaining to any Coupon Bond.

"Coupon Bond" means any Bond to which Coupons are attached.

"Designated Bonds" means the \$1,000,000 aggregate principal amount of Environmental Improvement Revenue Bonds Due 200 (Union Carbide Corporation Project--Series 1981) authorized to be issued by the Issuer hereunder and under the Bond Resolution.

"Eligible Investments" means, to the extent permitted by law:

(i) Government Obligations;

(ii) certificates of deposit issued by, or bankers' acceptances drawn on and accepted by, commercial banks, including the Trustee, having reported deposits of not less than \$250,000,000;

(iii) obligations issued or guaranteed by any States or the District of Columbia;

(iv) repurchase agreements with banking or other financial institutions with respect to any of the investments or securities referred to in subsections (i) or (ii) above; or

(v) any other investment or security to the extent permitted by applicable law.

"Event of Default" means any of the events described as an Event of Default in Section 9.01.

"Federal Income Tax Exemption" when used with reference to interest on any Bond means that such interest is not

includible for Federal income tax purposes in the gross income (as defined in Section 61 of the Code) of any Bondholder (other than a Bondholder who is a "substantial user" of the Project or a "related person," as provided in Section 103(b)(9) of the Code).

"Fully Registered Bond" means any Bond which is a registered bond without coupons.

"Government Obligations" means:

(i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged; or

(ii) obligations issued by a person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of the principal of, premium, if any, and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation by the United States of America.

"Indenture" means this Indenture, as amended or supplemented from time to time.

"Opinion of Bond Counsel" means an opinion of counsel from counsel experienced in matters relating to the authorization and issuance of bonds of states and their political subdivisions.

"Opinion of Counsel" means an opinion of counsel (who may but need not be counsel to the Issuer or the Corporation) who is satisfactory to the Trustee.

"Opinion of Tax Counsel" means an Opinion of Counsel from counsel (other than a full-time employee of the Corporation) experienced in matters relating to the Federal Income Tax Exemption of interest on bonds of states and their political subdivisions.

"Order to Authenticate" means a request and authorization to the Trustee on behalf of the Issuer signed by the Chairman of the County Council or the Clerk of the County Council of the Issuer to authenticate and deliver Bonds to or on the order of the purchasers thereof upon payment to the

Trustee for the account of the Issuer of the sums specified therein plus accrued interest, if any.

The term "outstanding," when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except:

(i) Bonds cancelled or delivered to the Trustee for cancellation;

(ii) Bonds for the payment, redemption or purchase for cancellation of which sufficient moneys have been deposited prior to such date with the Trustee (whether upon or prior to maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(iii) Bonds in lieu of which others have been authenticated and delivered except Bonds which, in the opinion of the Trustee and the Corporation, are held by a bona fide purchaser for value.

"Paying Agent" means any paying agent maintained pursuant to Section 2.08.

"Registered Owner" means the person or persons in whose name or names a particular Bond shall be registered, or registered as to principal, on the Bond Register.

"Registrar" means any registrar maintained pursuant to Section 2.08.

"State" means the State of South Carolina.

"Trustee" means Wachovia Bank and Trust Company, N.A., Winston-Salem, North Carolina, as Trustee under this Indenture, and any successor Trustee hereunder.

ARTICLE II

THE BONDS

Section 2.01. Designated Bonds. The aggregate principal amount of Designated Bonds which may be executed by the Issuer and authenticated and delivered by the Trustee and secured by this Indenture is limited to \$1,000,000 except as provided in Sections 2.11, 2.12, 2.15 and 3.06.

Each Designated Bond shall be designated "Environmental Improvement Revenue Bond Due 200 (Union Carbide Corporation Project--Series 1981)" and shall, except as otherwise provided in Section 2.03, be dated 1, 1981. Designated Bonds shall bear interest at the rate of % per annum from the date thereof until the date of payment thereof, payable on 1, 1981 and semiannually thereafter on 1 and 1 of each year, and shall mature, unless previously redeemed, on 1, . Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Designated Coupon Bonds shall be issued in the denomination of \$5,000 each. Designated Fully Registered Bonds shall be issued in denominations of \$5,000 or an integral multiple thereof.

Designated Coupon Bonds, the Coupons to be attached thereto, Designated Fully Registered Bonds and the Trustee's certificate of authentication shall be substantially in the forms set forth in Exhibit A hereto, which is hereby incorporated in and made a part of this Indenture, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.02. Parity of Bonds. Each of the Bonds of an issue shall, and as determined by the parties in authorizing Additional Bonds, each issue of Bonds may, rank on a parity with all other Bonds and shall be equally and ratably secured by this Indenture without preference, priority or distinction of any Bond or Coupon over any other Bond or Coupon, regardless of the time of authentication, delivery or maturity of any thereof. Each of the Bonds shall be payable from the Bond Fund.

Section 2.03. Issuance of Bonds. No Bonds may be issued under this Indenture except in accordance with this

Article. Bonds may be issued as Coupon Bonds or as Fully Registered Bonds.

Each Designated Fully Registered Bond issued on or subsequent to the first interest payment date shall be dated as of the interest payment date next preceding the date of its authentication unless authenticated upon an interest payment date, in which case it shall be dated as of the date of its authentication. However, if at the time of authentication of any Fully Registered Bond interest thereon is in default, such Bond shall be dated as of the date to which interest thereon has been paid, unless no interest has been paid thereon, in which case such Bond shall be dated as of 1, 1981.

The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at any Paying Agent, except that the interest on Fully Registered Bonds shall be payable by check mailed to the address of each holder as it appears in the Bond Register.

Section 2.04. Execution. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chairman of its County Council, attested by the manual or facsimile signature of the Clerk of its County Council and shall have reproduced thereon a facsimile of the corporate seal of the Issuer. However, one such signature shall be manual if required by law at the time of such execution. Coupons shall be executed on behalf of the Issuer by the facsimile signature of its Clerk. In case any officer whose signature shall appear on the Bonds or Coupons shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes.

Section 2.05. Authentication. All Bonds shall have endorsed thereon a certificate of authentication duly executed by the Trustee. No Bond and no Coupon shall be valid or entitled to any security or benefit under this Indenture unless such certificate of authentication has been duly executed manually by the Trustee. Such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds.

Before authenticating or delivering any Coupon Bond, the Trustee shall detach and cancel all matured Coupons, if any, except Coupons in default. The Trustee shall destroy such cancelled Coupons.

Section 2.06. Delivery of Designated Bonds. The Issuer shall execute and the Trustee shall authenticate and deliver the Designated Bonds in the aggregate principal amount stated in Section 2.01 and deliver them as the Issuer may direct upon the filing with the Trustee of the following:

- (i) a certified copy of the Bond Resolution for the Designated Bonds;
- (ii) an original executed counterpart of the Agreement;
- (iii) an original executed counterpart of this Indenture;
- (iv) an Order to Authenticate the Designated Bonds; and
- (v) such other opinions, certificates and documentation as shall be reasonably required by the Trustee.

Section 2.07. Issuance of Additional Bonds. The Issuer and the Corporation may from time to time agree upon and approve the issuance of Additional Bonds in such series and in such amounts as shall be determined by said parties for the purposes set forth in Section 3.4 of the Agreement. Additional Bonds shall have such terms and be in such form as shall be approved by the Issuer and the Corporation, provided that such terms and form shall not be otherwise inconsistent with this Indenture.

The Issuer shall execute and the Trustee shall authenticate and deliver, as the Issuer may direct, Additional Bonds, upon the filing with the Trustee of the following:

- (i) a certificate signed by a Corporation Representative stating the purpose for which the Additional Bonds are to be issued;
- (ii) an original executed counterpart of a supplement to this Indenture and to the Agreement providing for the issuance of the Additional Bonds and the payment of the additional sums necessary to pay the principal

of, premium, if any, and interest on the Additional Bonds;

(iii) a certified copy of the Bond Resolution for the Additional Bonds;

(iv) an Order to Authenticate the Additional Bonds;

(v) an Opinion of Bond Counsel that the issuance of the Additional Bonds has been duly authorized and is permitted under this Indenture; and

(vi) an Opinion of Tax Counsel that the issuance of the Additional Bonds will not adversely affect the Federal Income Tax Exemption, under Section 103 of the Code, of interest on any Bonds then outstanding.

Section 2.08. Registrar and Paying Agent. The Trustee is hereby designated and agrees to act as the agency where Bonds may be presented for registration, transfer or exchange as provided herein (the "Registrar"). The Registrar will maintain a register for the registration, transfer and exchange of Bonds as provided herein (the "Bond Register").

The Trustee is hereby designated and agrees to act as the agency where Bonds and Coupons may be presented for payment as provided herein (the "Paying Agent"). The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of any additional Paying Agents.

Each reference in this Indenture to the Paying Agent shall include any co-paying agent, unless the context otherwise requires.

The principal corporate trust office of the Trustee is designated as the office for presentations under this Section.

Section 2.09. Bondholder List. The Trustee will keep a list of the names and addresses of the holders of Bonds payable to bearer who file with the Trustee a written request to be included or retained on such list (the "Bondholder List"). Any request will remain in effect for only three years but successive requests may be made. Any request shall state the name and address of the holder, the principal amount of Bonds held, the numbers of such Bonds, and the date of the request. The Trustee shall not have any responsibility for the accuracy of the list.

Section 2.10. Paying Agent to Hold Funds in Trust. If there should be any Paying Agent other than the Trustee, the Trustee, prior to disbursing any funds to any such Paying Agent, will cause such Paying Agent to agree in writing with the Trustee that it will hold all sums held by it as such agent for the payment of the principal of, premium, if any, or interest on the Bonds in trust for the benefit of the holders of the Bonds and the Coupons.

Section 2.11. Mutilated, Lost, Stolen or Destroyed Bonds or Coupons.

(a) Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall, with the consent of the Corporation, authenticate and deliver a substitute Bond of like tenor and denomination as the Bond mutilated, lost, stolen or destroyed. The substitute Bond shall have attached thereto Coupons corresponding to those, if any, on the Bond mutilated, lost, stolen or destroyed.

(b) Coupons. If any Coupon is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall, with the consent of the Corporation, deliver a substitute Coupon of like tenor as the Coupon mutilated, lost, stolen or destroyed.

(c) Conditions. The Trustee shall not be required to authenticate and deliver any substitute Bond or to deliver any substitute Coupon unless it shall first receive:

(i) if a Bond is mutilated, the Bond so mutilated together with all appurtenant Coupons, if any;

(ii) if a Coupon is mutilated, the Coupon so mutilated;

(iii) if a Bond or Coupon is lost, stolen or destroyed, evidence satisfactory to the Trustee of such loss, theft or destruction;

(iv) such indemnity as may be required by and is satisfactory to the Trustee, the Corporation and the Issuer;

(v) such other documentation as the Trustee may reasonably require;

(vi) payment of a reasonable fee or service charge for the transaction including, without limitation, a charge for the preparation of each substitute Bond or Coupon.

(d) Payment in lieu of Substitute Bond or Coupon. If any mutilated, lost, stolen or destroyed Bond or Coupon has matured, the Trustee may pay the same from amounts held in the Bond Fund and available for purposes of payment.

Section 2.12. Registration, Transfer and Exchange. Coupon bonds payable to bearer shall be transferable by delivery.

A Coupon Bond may be registered as to principal on the Bond Register upon presentation of the Bond to the Registrar. Such registration shall be noted on the Bond. After such registration (other than to bearer), the transfer of such Bond may be registered on the Bond Register. However, such Bond may be discharged from registration by being in like manner transferred to bearer, after which it shall again become transferable by delivery. Thereafter, such Bond may again from time to time be registered or discharged from registration in the same manner.

Coupons shall be transferable by delivery and payable to bearer. Registration of a Coupon Bond shall not affect the transferability by delivery of the Coupons appertaining to such Bond.

The transfer of Fully Registered Bonds may be registered on the Bond Register upon surrender to the Registrar for the issuance of new Fully Registered Bonds of like tenor in any authorized denominations and registered in such name or names as may be requested.

Upon surrender to the Registrar, with all unmatured Coupons and matured Coupons in default, if any, attached, Coupon Bonds may be exchanged for an equal amount of Fully Registered Bonds of like tenor in any authorized denominations and registered in such name or names as may be requested.

Upon surrender to the Registrar, Fully Registered Bonds may be exchanged for an equal amount of Coupon Bonds of like tenor with appropriate Coupons attached, or of Fully Regis-

tered Bonds of like tenor in any authorized denominations and registered in such name or names as may be requested.

Bonds shall be transferred or exchanged in such manner that no gain or loss of interest results from the transfer or exchange.

To permit the registration, transfer or exchange of Bonds as provided for above, the Issuer shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions hereof.

For every registration, transfer or exchange, the Registrar may require;

(i) a duly executed instrument of authorization or transfer satisfactory to the Registrar;

(ii) such other documentation as the Registrar may reasonably require;

(iii) payment of any tax, fee or other governmental charge required to be paid with respect to the transaction; and

(iv) payment of a reasonable fee or service charge for the transaction including, without limitation, a charge for the preparation of each new Bond issued upon an exchange or transfer, except in the case of any exchange of a Bond surrendered for such purpose within 90 days after the date of issuance of such Bonds or in the case of the first exchange by a holder of a Fully Registered Bond issued initially as part of an issue of Bonds.

The Registrar shall not be required to make any registration, transfer or exchange of (a) any Bond within 15 days prior to (i) an interest payment date or (ii) the date of the first publication or mailing, whichever is earlier, of notice of redemption of such Bond, or (b) any Bond called or being called for redemption as a whole or in part.

Section 2.13. Cancellation. All Bonds or Coupons which have been paid, redeemed, purchased or surrendered as provided in this Indenture shall be cancelled and destroyed by the Trustee. However, Coupon Bonds surrendered in an ex-

change or transfer shall be held by the Registrar and may be reissued. Certification of the cancellation and destruction of Bonds, and of the holding of any Coupon Bonds by the Registrar pursuant hereto, shall be made by the Trustee and Registrar to the Issuer and the Corporation from time to time or at the request of the Corporation.

Section 2.14. Persons Treated as Owners. The bearer of any Coupon Bond payable to bearer and the bearer of any Coupon may be treated as the owner thereof for the purpose of receiving payment and for all other purposes.

The Registered Owner of any Coupon Bond may be treated as the owner thereof for the purpose of receiving payment of principal and for all other purposes except the payment of Coupons.

The Registered Owner of any Fully Registered Bond may be treated as the owner thereof for the purpose of receiving payment of principal and interest and for all other purposes.

Section 2.15. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the Issuer may execute, and the Trustee shall authenticate and deliver, one or more Bonds in temporary form with appropriate omissions, variations and insertions. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Trustee and the Trustee shall authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Trustee without making any charge therefor to the holder of such Bond in temporary form.

Section 2.16. Limited Obligations. The Bonds and Coupons shall not be general obligations of the Issuer but shall be limited obligations thereof. Designated Bonds and Coupons shall be payable solely out of the amounts derived from, or in connection with, the Agreement. The Bonds and Coupons shall never constitute an indebtedness of the State or the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the State or the Issuer. Neither the Issuer nor the State or any other political subdivision of the State shall be obligated to pay the principal of the Bonds or the interest thereon or other costs

incident thereto except from the amounts pledged therefor. Neither the faith and credit nor the taxing power of the Issuer, the State or any political subdivision of the State, is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

ARTICLE III

REDEMPTION OF DESIGNATED BONDS

Section 3.01. Limitation on Redemption. Except as provided in this Article, Designated Bonds shall not be subject to redemption in whole or in part.

Section 3.02. Mandatory Redemption of Designated Bonds in Installments. There will be no mandatory sinking fund redemption in installments of Designated Bonds.

Section 3.03. Optional Redemption of Designated Bonds. Designated Bonds shall be subject to redemption, at the option of the Corporation, on and after 1, 19 , in whole at any time or in part on any interest payment date, in multiples of \$5,000. Any such redemption shall be at the redemption prices (expressed as percentages of principal amount) set forth in the table in paragraph 7 of the Form of Designated Coupon Bond set forth in Exhibit A hereto plus accrued interest to the redemption date.

Section 3.04. Redemption in Whole in Certain Events.
(a) Designated Bonds will be subject to redemption as a whole, at any time, at the option of the Corporation, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, if one or more of the events described in paragraph 8 of the Form of Designated Coupon Bond set forth in Exhibit A hereto shall have occurred.

(b) Designated Bonds shall be subject to mandatory redemption, as a whole, at any time, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, upon a final determination as described in paragraph 9 of the Form of Designated Coupon Bond set forth in Exhibit A hereto.

Section 3.05. Redemption Requests. (a) Redemptions of Designated Bonds permitted or required by this Article shall be made by the Corporation on behalf of the Issuer as follows:

(i) pursuant to Section 3.03 at such times and in such principal amounts as the Corporation shall designate in a certificate of a Corporation Representative delivered to the Trustee not later than 70 days prior to the date on which any Designated Bonds may be redeemed pursuant to Section 3.03;

(ii) pursuant to Section 3.04(a) on a date selected by the Corporation, which date shall be not less than 60 days nor more than 70 days after receipt by the Trustee of a certificate of a Corporation Representative (A) stating that one or more of the events referred to in Section 3.04(a) has occurred within 365 days prior thereto and is continuing, (B) describing the same, and (C) requesting that Designated Bonds be redeemed pursuant to Section 3.04(a); or

(iii) pursuant to Section 3.04(b) on a date selected by the Corporation, which date shall be not less than 60 days nor more than 70 days after receipt by the Trustee of a certificate of a Corporation Representative stating that a final determination requiring redemption pursuant to Section 3.04(b) has occurred.

The Trustee shall give the notice of redemption referred to in Section 3.06 for each redemption referred to above.

(b) The Trustee shall select Designated Bonds or portions thereof to be redeemed in such manner as the Trustee deems appropriate and fair. Designated Bonds may be redeemed only in multiples of \$5,000.

Section 3.06. Notice of Redemption. (a) The Trustee will give notice in the name of the Issuer of each redemption. The notice will identify the Bonds or portions thereof to be redeemed. The Trustee will give the notice not less than 30 or more than 60 days prior to the redemption date in each of the following three ways:

(i) by publishing the notice once in a newspaper generally recognized as carrying financial news or in a financial journal of general circulation on each business day in New York, New York;

(ii) by mailing the notice by first class mail to each Registered Owner of Bonds to be redeemed at his address shown on the Bond Register; and

(iii) by mailing the notice by first class mail to each holder of Bonds to be redeemed named on the Bondholder List at his address shown on the Bondholder List.

If all of the Bonds to be redeemed are at that time Fully Registered Bonds or Coupon Bonds registered as to principal only (except to bearer), notice by publication need not be made.

Failure to mail or to receive any mailed notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure or defect has occurred.

(b) After notice of redemption has been given as provided above, the Bonds or portions thereof designated for redemption shall on the redemption date specified in such notice become due and payable at the proper redemption price as herein provided. On and after the redemption date, interest on such Bonds or portions thereof so designated shall cease to accrue if, on the redemption date, funds for the redemption of such Bonds or portions thereof have been deposited with the Trustee.

Upon presentation and surrender of such Bonds to any Paying Agent together with all appurtenant Coupons, if any, maturing after the redemption date, such Bonds or portions thereof shall be paid at the redemption price aforesaid, except that interest called for by Coupons, if any, which mature on or before the redemption date shall be paid only upon presentation and surrender of such Coupons.

Upon presentation of any Fully Registered Bond which is redeemed in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the holder thereof

a new Bond in principal amount equal to the unredeemed portion of the Bond so presented.

(c) If it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as the Trustee may approve shall constitute a sufficient publication of notice.

Section 3.07. Unpaid Coupons. All unpaid Coupons which appertain to Coupon Bonds called for redemption and which shall have become payable on or prior to the redemption date shall continue to be payable to the bearers thereof upon the presentation and surrender of such Coupons.

ARTICLE IV

GENERAL AGREEMENTS AND PROVISIONS

Section 4.01. Payment of Bonds. The Issuer will promptly pay, but solely out of revenues, funds and moneys pledged and assigned by it hereunder, the principal of, premium, if any, and interest on every Bond on the dates and in the manner provided herein.

Section 4.02. Compliance with Agreements; Representations. The Issuer will comply with all of its agreements in this Indenture, in the Bonds and in all proceedings of its County Council pertaining thereto. The Issuer represents that:

(i) it is duly authorized under the Constitution and laws of the State to issue and sell the Bonds, to execute and deliver the Agreement, to make the pledge and assignment made herein and to execute and deliver this Indenture;

(ii) all action on its part for the issuance of Designated Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and

(iii) the Bonds and Coupons in the hands of the holders thereof are and will be valid and enforceable obligations of the Issuer.

Section 4.03. Reports of Trustee. The Trustee shall make reports, monthly prior to the Completion Date and annu-

ally thereafter, to the Issuer and the Corporation of all moneys received and expended by it.

ARTICLE V

BOND FUND

Section 5.01. Creation of the Bond Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer in respect of the Bonds to be designated "Greenville County, South Carolina--Union Carbide 1981 Environmental Improvement Revenue Bond Fund" (the "Bond Fund").

Section 5.02. Payments into the Bond Fund. There shall be deposited in the Bond Fund:

(i) from the proceeds of the sale of any Bonds, an amount equal to the accrued interest, if any, paid by the purchasers thereof;

(ii) any amount required to be paid under Section 6.03 hereof;

(iii) all amounts paid pursuant to Section 4.1 of the Agreement;

(iv) any amount required to be paid under Section 9.07; and

(v) all other moneys received by the Trustee in respect of the Bonds for which specific provision is not made elsewhere herein or in the Agreement.

Section 5.03. Use of Moneys in the Bond Fund. Except as provided herein and in Sections 7.01, 8.04 and 9.07, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium (except for moneys constituting bond proceeds not needed to finance the Project), if any, and interest on the Bonds and for the redemption of Designated Bonds prior to maturity. To the extent available and upon the written request of a Corporation Representative to the Trustee, such moneys may be used for the purchase of Bonds for cancellation at a price determined by a Corporation Representative.

Any moneys from the Construction Fund deposited in the Bond Fund pursuant to Section 6.03 shall be segregated and held in a separate account within the Bond Fund and used by the Trustee, as a Corporation Representative shall direct, for the following purposes only:

(i) to purchase Bonds in the manner described in this Section;

(ii) to redeem Designated Bonds on the next succeeding date on which Designated Bonds may be redeemed in accordance with Sections 3.03 or 3.04; or

(iii) to pay principal of and/or interest on Designated Bonds or for any other purpose, if there shall be filed with the Trustee an Opinion of Tax Counsel to the effect that such payment will not adversely affect the Federal Income Tax Exemption of interest on the Bonds under Section 103 of the Code.

The moneys in such account shall not be deemed a part of the Bond Fund for purposes of Section 4.1 of the Agreement.

Section 5.04. Nonpresentment of Bonds or Coupons. If any Bond is not presented for payment when the principal thereof becomes due, or at the date fixed for redemption thereof, or if any Coupon is not presented for payment at its due date, and if funds sufficient to pay such Bond or Coupon shall be held by the Trustee or any Paying Agent, the liability of the Issuer for the payment of such Bond or Coupon shall be limited to the funds so held.

The Trustee or any Paying Agent shall hold such funds without liability for interest thereon. Thereafter, the holder of such Bond or Coupon, as the case may be, shall look only to such funds for any claim with respect to said Bond or Coupon. After the due date such funds shall not be deemed to be part of the Bond Fund and shall not be subject to investment.

Any moneys held by the Trustee or any Paying Agent for the payment of the principal of, premium, if any, or interest on any Bond or Coupon and remaining unclaimed for two years shall, upon the Corporation's written request to the Trustee, be paid to the Corporation to the extent permitted by law. After the payment of such unclaimed moneys to the Corporation, the holder of such Bond or Coupon shall thereafter look

only to the Corporation for the payment thereof, and all liability of the Trustee or any Paying Agent with respect to such moneys shall terminate.

ARTICLE VI

CONSTRUCTION FUND

Section 6.01. Creation of the Construction Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated "Greenville County, South Carolina--Union Carbide 1981 Environmental Improvement Construction Fund" (the "Construction Fund"). The Trustee shall maintain separate accounts in the Construction Fund for the proceeds of each additional series of Bonds.

Section 6.02. Payments into the Construction Fund. The proceeds of the Bonds remaining after the deposit in the Bond Fund required by Section 5.02(i) shall be deposited in the Construction Fund.

Section 6.03. Use of Moneys in the Construction Fund. Moneys in the Construction Fund shall be used in accordance with the provisions of this Indenture and of Section 3.5 of the Agreement. The Trustee is hereby authorized and directed to make disbursements from the Construction Fund to reimburse or pay the Corporation or any person designated by the Corporation for Project Costs, as provided in Section 3.5 of the Agreement.

Within 60 days after the Completion Date, in connection with a redemption in whole of all other Bonds outstanding, or in connection with a discharge of this Indenture pursuant to Section 8.01, all moneys remaining in the Construction Fund, except moneys retained as provided in Section 3.6 of the Agreement, shall be deposited in the Bond Fund to be used as provided in Section 5.03.

ARTICLE VII

INVESTMENTS

Section 7.01. Investment of Moneys in Bond Fund and Construction Fund. Any moneys held as a part of the Bond Fund or Construction Fund shall be invested or reinvested in Eligible Investments by the Trustee at the oral direction of

the Corporation confirmed in writing by a Corporation Representative.

Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys were originally held and the interest accruing thereon and any profit or loss realized from such investments shall be credited or charged to the appropriate fund. The Trustee, upon instruction of a Corporation Representative, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in either fund is insufficient to make the payments required from such fund regardless of the loss on such liquidation.

ARTICLE VIII

DISCHARGE

Section 8.01. Termination. (a) If the Bonds are deemed paid and if any Bonds are outstanding, the obligations of the Corporation under Sections 4.1 and 5.5 of the Agreement shall terminate.

(b) If the Bonds are deemed paid and if no Bonds are outstanding,

(i) all obligations of the Corporation under the Agreement shall terminate except under Sections 4.4(a) and 4.5 thereof; and

(ii) all obligations of the Issuer under the Agreement and this Indenture shall terminate except under Section 5.7 of the Agreement and Sections 2.08, 4.01 and 5.04 hereof.

(c) If the Bonds are deemed paid, no Bonds are outstanding, and two years have elapsed since the Bonds were due at maturity or upon redemption, all obligations of the Corporation, the Issuer and the Trustee under the Agreement or this Indenture (except under Sections 4.4(a) and 4.5 of the Agreement and Section 5.04 hereof) shall terminate.

Section 8.02. Payment. All of the Bonds and Coupons shall be deemed paid if there have been deposited with the Trustee (a) Government Obligations the principal of which is, or the principal of and the interest on which when due are

anticipated to be, sufficient to provide moneys which, together with moneys, if any, deposited with the Trustee and available for such purpose and moneys, if any, repaid to the Corporation under Section 5.04, shall be sufficient, or (b) moneys which shall be sufficient to pay interest when due on all Bonds prior to their redemption or payment at maturity and the principal of, premium, if any, and interest on the Bonds when due at maturity or upon redemption.

Any Government Obligations deposited with the Trustee pursuant to this Section shall mature on such dates as shall coincide as nearly as practical, but not later than, the time or times at which the moneys provided upon such maturity will be required for the aforesaid purpose.

Section 8.03. Application of Trust Moneys. All moneys and Government Obligations deposited with or held by the Trustee pursuant to Section 8.02 shall be held in trust and applied in accordance with this Indenture to the payment of the principal of, premium, if any, and interest on Bonds for whose payment such moneys and Government Obligations have been deposited with the Trustee.

Such moneys and Government Obligations shall not be deemed to be "available" for purposes of Section 9.07 and shall not be subject to investment.

The holders of Bonds and Coupons shall look only to such moneys and Government Obligations for any claim with respect to such Bonds or Coupons.

Section 8.04. Repayment to Corporation. After the Bonds are deemed paid, and subject to Section 5.04, any excess moneys or investments held by the Trustee or any Paying Agent shall be paid to the Corporation. After termination of the Indenture pursuant to Section 8.01(c), all remaining moneys held by the Trustee or any Paying Agent shall be paid to the Corporation.

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.01. Events of Default. Each of the following shall be an "Event of Default":

(i) failure to pay the principal of, or premium, if any, on any of the Bonds when the same shall become due and payable at maturity, upon redemption or otherwise; or

(ii) failure to pay interest on any of the Bonds when the same shall become due and payable, if such failure shall continue for a period of 30 days; or

(iii) failure by the Issuer to perform any of its agreements contained in the Bonds or in this Indenture other than as specified in (i) and (ii) above, if such failure shall continue for the period and after the notice specified in Section 9.02; or

(iv) the occurrence of an event of default under and as defined in the Agreement.

Section 9.02. Notice of Default; Opportunity to Cure. In the event that any payment referred to in Section 9.01(i) or (ii) is not timely made, the Trustee shall immediately notify the Corporation by telephone that such payment has not been made and shall confirm such notice in writing.

A default under Section 9.01(iii) shall not constitute an Event of Default until:

(i) the Trustee or the holders of not less than 25% in aggregate principal amount of all Bonds then outstanding shall give notice by registered or certified mail to the Issuer and the Corporation of such default specifying such default and stating that such notice is a "Notice of Default"; and

(ii) the Issuer and the Corporation shall have had 90 days after receipt of such notice to correct the default and shall not have corrected it.

However, if the default cannot be corrected within such 90-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Corporation within such 90-day period and diligently pursued until the default is corrected.

Section 9.03. Acceleration. If any Event of Default occurs and is continuing, the Trustee may, and upon the

request of the holders of not less than 25% in aggregate principal amount of all Bonds then outstanding the Trustee shall, by notice to the Issuer and the Corporation, declare the principal of all Bonds then outstanding to be due and payable immediately.

Upon such declaration said principal and interest accrued thereon shall become due and payable immediately without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived. If the principal of the Bonds is accelerated as aforesaid, then the Trustee, pursuant to Section 6.3 of the Agreement, shall accelerate the repayment of amounts due under Section 4.1 thereof.

After the payment of principal of and interest on the Bonds has been so accelerated, the holders of not less than a majority in aggregate principal amount of all Bonds then outstanding by notice to the Trustee may annul such acceleration and its consequences if all existing Events of Default have been cured or waived as provided in Section 9.08.

No such annulment or waiver shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

Section 9.04. Other Remedies. If any Event of Default occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding or to enforce the performance of any provision of this Indenture or of the Agreement.

The Trustee may maintain any proceeding without the possession of any of the Bonds or Coupons or the production thereof in connection with said proceeding.

If any proceeding commenced by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, then the Issuer, the Corporation, the Trustee and the Bondholders shall be restored to their former position and rights hereunder.

No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any Event of

Default shall impair such right or power or be construed as a waiver of or acquiescence in such Event of Default.

No remedy is exclusive of any other remedy. All available remedies are cumulative.

The Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer assigned to the Trustee hereunder for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder and whether or not there has been notice to or approval by the Issuer.

Section 9.05. Powers of Bondholders. The holders of not less than a majority in aggregate principal amount of all Bonds then outstanding may direct the method and place of conducting all remedial proceedings by the Trustee hereunder, subject to law, this Indenture and equitable principles.

Section 9.06. Limitations on Bondholders. This Indenture is for the benefit of all Bondholders. Accordingly, no Bondholder shall have any right to pursue any remedy hereunder unless:

(i) such holder gives to the Trustee written notice of an Event of Default;

(ii) the holders of not less than 25% in aggregate principal amount of all Bonds then outstanding make a written request to the Trustee to pursue such remedy;

(iii) an offer is made to the Trustee of indemnity satisfactory to it against costs, expenses and liabilities; and

(iv) the Trustee does not comply with such request within a reasonable time.

However, the holder of a Bond or Coupon may institute suit for the enforcement of payment of the principal of, premium, if any, and interest on such Bond or Coupon, as the case may be, when due at maturity, upon redemption or otherwise.

Section 9.07. Application of Moneys in Event of Default. Any moneys received by the Trustee while an Event

of Default is continuing, and any available moneys held in the Bond Fund shall be applied:

First: to the payment of the reasonable fees, counsel fees and expenses of the Trustee;

Second: unless the principal of all the Bonds shall have become or shall have been declared due and payable:

(i) to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

(ii) to the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due and, if the amount available shall not be sufficient to pay in full the amount due on any particular date, then to the payment of such principal and premium, if any, ratably and without any discrimination or privilege;

Third: if the principal of all the Bonds shall have become due or shall have been declared due and payable, to the payment of the principal of, and premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or privilege; and

Fourth: to the payment of the surplus, if any, into the Bond Fund, or as a court of competent jurisdiction may direct.

For purposes of this Section, moneys or Government Obligations which, at the time an Event of Default occurs, are held in the Bond Fund for:

(i) redemption of any Bonds previously called for redemption prior to such Event of Default; or

(ii) payment of Bonds or Coupons which have matured prior to such Event of Default;

shall not be deemed "available," but shall be applied to such redemption or payment in accordance with Section 5.03.

Whenever moneys are to be applied pursuant to this Section, the Trustee shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date.

Section 9.08. Waiver of Defaults. Subject to Section 11.02, any existing default or Event of Default hereunder and its consequences may be waived by notice to the Trustee by the holders of not less than a majority in aggregate principal amount of all Bonds then outstanding.

Section 9.09. Intervention by Trustee. The Trustee may intervene on behalf of the Bondholders in any judicial proceeding to which the Issuer or the Corporation is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Bondholders. The Trustee may file and prove claims in any such proceeding and may collect, receive and distribute any moneys or assets on account of such claims.

ARTICLE X

THE TRUSTEE

Section 10.01. Acceptance of Trust. The Trustee accepts the trusts hereby created, but only upon the additional terms set forth below and in this Article:

(a) No Responsibility for Recitals, Etc. The Trustee shall not be responsible for any recitals,

statements or representations of the Issuer in this Indenture or the Bonds.

(b) Use of Agents. The Trustee may act through agents. The Trustee shall not be answerable for the default or misconduct of any agent selected by it with reasonable care.

(c) Reliance on Counsel. The Trustee may request and act upon the opinion or advice of counsel concerning all trust matters and its duties hereunder. The Trustee may request and act upon an Opinion of Bond Counsel as to such matters as the Trustee may reasonably request concerning the issuance of Additional Bonds. The Trustee shall not be responsible for any action taken or omitted by it in good faith reliance upon an Opinion of Counsel.

(d) Exercise of Discretion. The Trustee shall not be answerable for the exercise of any discretion hereunder, except only its own bad faith or negligence.

(e) Standard of Care. If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers hereunder, and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(f) No Duty to Inquire. The Trustee shall not be bound to ascertain or inquire into the performance or observance of any agreements of the Issuer or the Corporation hereunder or under the Agreement. However, the Trustee may require of the Issuer or the Corporation information and advice about such performance or observance.

(g) Other Limitations. The Trustee shall not be responsible for recording or filing this Indenture or for the sufficiency of the security for the Bonds. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Agreement. The Trustee shall not be responsible or liable for any loss on investments made by it in accordance with Article VII.

(h) Moneys Held in Trust. Moneys and securities held by the Trustee in trust need not be segregated from other assets except to the extent required by law or this Indenture. The Trustee shall not be under any liability for interest on any moneys received by it hereunder except as otherwise agreed with the Corporation. All interest allowed on any such moneys shall be credited as provided in Article VII with respect to interest on investments.

(i) Reliance of Documents. The Trustee shall be protected in acting upon any document believed to be genuine and correct. The Trustee shall be under no duty to investigate or inquire into any statements contained or matters referred to in any such document.

(j) Right to Indemnity. If in the opinion of the Trustee any action by it hereunder may tend to involve liability or expense, it shall not be obligated to take such action unless it is furnished with indemnity satisfactory to it.

(k) Certain Transactions. The Trustee may in good faith hold or deal in any of the Bonds with the same rights as if it were not Trustee. The Trustee in any capacity may engage in or be interested in any financial or other transaction with the Issuer or the Corporation as freely as if it were not Trustee.

Section 10.02. Acceptance of Duties under Agreement. The Trustee accepts the duties to be performed by it in the Agreement. In performing such duties, the Trustee shall have the same rights and immunities as conferred upon it herein.

Section 10.03. No Duties to Notice Default. In the absence of actual knowledge, the Trustee shall not be required to take notice or be deemed to have notice of any Event of Default (other than an Event of Default under Section 9.01(i) or (ii) or an event of default under Section 6.1(a) or (b) of the Agreement) unless specifically notified in writing of such Event of Default by the holders of not less than 25% in aggregate principal amount of all Bonds then outstanding.

Within 90 days after the occurrence of any Event of Default (or event which would with the passage of time or the giving of notice or both be an Event of Default) of which the

Trustee has actual knowledge, or has, or is deemed to have, notice, the Trustee shall, unless such event or Event of Default has been cured or waived, mail notice thereof to each Registered Owner of Bonds and to each holder of Bonds named on the Bondholder List. However, the Trustee need not give the notice if it determines that to give the notice would not be in the best interests of the Bondholders.

For purposes of this Section, the Trustee shall not be deemed to have actual knowledge of any Event of Default unless a trust officer, assistant trust officer or other person charged with the administration of the obligations of the Trustee hereunder shall during the course of his duties have actual knowledge thereof.

Section 10.04. Co-Trustee. The Trustee may appoint an additional individual or institution as a separate or co-trustee. If the Trustee appoints a separate or co-trustee, each power or right vested in the Trustee hereunder shall be exercisable by and vest in such separate or co-trustee to the extent necessary or desirable to enable it to exercise such powers or rights in order to carry out the purposes of this Indenture.

Section 10.05. Resignation of Trustee. The Trustee may resign and be discharged of the trust created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when the Trustee intends such resignation to take effect, and filing the same with the Issuer and the Corporation at least 60 days prior to the intended effective date of such resignation. Such resignation shall not take effect until the appointment of a successor Trustee pursuant to this Article.

Section 10.06. Removal of Trustee. The Trustee may be removed at any time by an instrument appointing a successor Trustee executed by the holders of not less than a majority in aggregate principal amount of all Bonds then outstanding.

Section 10.07. Appointment of Successor Trustee. If the Trustee resigns or is removed or dissolved, or if any court or administrative body takes control over the property or affairs of the Trustee because of insolvency or financial difficulty or for any other reason, the Issuer shall appoint a successor Trustee at the direction of the Corporation.

If the Issuer fails to make such appointment, the holders of not less than a majority in aggregate principal amount of all Bonds then outstanding may do so by an instrument in writing.

The successor Trustee shall mail a notice of its appointment to each Registered Owner of Bonds and to each holder of Bonds named on the Bondholder List. No other notice shall be required.

Section 10.08. Qualifications of Successor Trustee. Every successor Trustee appointed pursuant to any of the foregoing provisions shall be a trust company or a national or state bank with trust powers, in good standing and, if there be such a trust company or bank willing and able to accept the trust on reasonable and customary terms, shall have reported deposits of not less than \$250,000,000.

Section 10.09. Court Appointment of Successor Trustee. If the Trustee resigns and a successor Trustee is not appointed pursuant to the foregoing provisions prior to the date specified in the notice of resignation as the date when such resignation is intended to take effect, the resigning Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee.

If, in a proper case, a successor Trustee is not appointed pursuant to the foregoing provisions within six months after a resignation by the Trustee, the holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor Trustee.

Section 10.10. Acceptance and Transfer of Trust. Any successor Trustee appointed hereunder shall execute and deliver to the Issuer an instrument accepting such appointment. Thereupon such successor Trustee, without any further act, shall become duly vested with all the trust estate and the rights, powers, trusts, duties and obligations of its predecessor.

Section 10.11. Successor Trustee by Merger, Etc. Any corporation into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business assets as a

whole or substantially as a whole, shall, without any further act, be the successor Trustee hereunder.

Section 10.12. Expenses. The Trustee shall be entitled to reasonable fees and expenses, including counsel fees, for its services hereunder.

ARTICLE XI

AMENDMENTS, SUPPLEMENTS AND WAIVERS

Section 11.01. Amendments, Supplements and Waivers without Consent of Bondholders. This Indenture or the Agreement may be amended or supplemented from time to time by the parties thereto without the consent of or notice to the Bondholders for any of the following purposes:

(i) to cure any ambiguity, omission, formal defect or inconsistency;

(ii) to provide for the issuance of Additional Bonds; or

(iii) to make any change which, in the judgment of the Trustee in reliance upon an Opinion of Counsel, does not adversely affect the rights of the holders of any Bonds.

The Agreement shall be revised from time to time, if necessary, in order that the payments thereunder by the Corporation shall at all times produce revenues sufficient to pay interest on the Bonds and to assure that there will be sufficient revenues in the Bond Fund to pay the principal of the Bonds when due.

Any obligation of the Issuer under this Indenture or the Agreement or of the Corporation under the Agreement may be waived by the Trustee without the consent of or notice to the Bondholders if such waiver, in the judgment of the Trustee in reliance upon an Opinion of Counsel, does not adversely affect the rights of any holder of any Bond.

Section 11.02. Amendments, Supplements and Waivers with Consent of Bondholders. This Indenture or the Agreement may be amended or supplemented from time to time by the parties thereto with the written consent of holders of not less than

a majority in aggregate principal amount of the outstanding Bonds adversely affected by such amendment or supplement.

Any obligation of the Issuer under this Indenture or the Agreement or of the Corporation under the Agreement may be waived by the Trustee with the written consent of holders of not less than a majority in aggregate principal amount of the outstanding Bonds adversely affected by such waiver.

However, without the consent of the holder of each Bond so affected, no such amendment, supplement or waiver and no waiver pursuant to Section 9.08 shall:

- (i) reduce the percentage of the principal amount of Bonds the holders of which must consent to any such amendment, supplement or waiver;
- (ii) reduce the rate or extend the time of payment of interest on any Bond;
- (iii) reduce the principal of or premium, if any, on any Bond or extend the time or times of payment thereof whether at maturity, upon redemption or otherwise;
- (iv) permit termination of the Agreement;
- (v) reduce the amounts payable pursuant to Section 4.1 of the Agreement; or
- (vi) change the dates when amounts payable pursuant to Section 4.1 of the Agreement are due.

Section 11.03. Other Consents. This Indenture may not be amended or supplemented without the consent of the Corporation. The Agreement may not be amended or supplemented without the consent of the Trustee. No obligation of the Issuer under this Indenture or the Agreement may be waived without the consent of the Corporation.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Acts by Corporation. Certain actions or failures to act by the Issuer may create or result in an Event of Default and the Corporation as agent of the Issuer

may perform any and all acts for and on behalf of the Issuer to prevent or correct the Event of Default. The Issuer hereby irrevocably appoints the Corporation as its agent to perform any and all acts as provided by this Section.

Section 12.02. Beneficiaries. This Indenture and the Agreement are each for the sole and exclusive benefit of the Corporation, the Issuer, the Trustee and the holders of the Bonds and the Coupons.

Section 12.03. Severability. If any provision of this Indenture, the Agreement, the Bonds or the Coupons shall be illegal or invalid, such illegality or invalidity shall not affect the legality or validity of any other provision of said instruments.

Section 12.04. Notices. All communications hereunder or under the Agreement shall be in writing and, unless otherwise required hereunder or under the Agreement, shall be sufficiently given or made if delivered personally to the person who is to receive the same or if mailed to such person by first class mail addressed

if to the Issuer:

County Council
Courthouse Annex Building
East North Street
Greenville, South Carolina
29601

Attention: Chairman, County
Council

if to the Trustee:

Wachovia Bank and Trust
Company, N.A.
Post Office Box 3001
Winston-Salem, North Carolina
27102

Attention: Corporate Trust
Department

if to the Corporation:

Union Carbide Corporation
270 Park Avenue
New York, New York 10017

Attention: Treasurer

The Trustee, the Issuer and the Corporation may, by notice given hereunder, designate any further or different addresses to which subsequent communications shall be sent. A duplicate copy of each communication given by the Trustee, the Issuer or the Corporation hereunder or under the Agreement shall be given to each of the parties referred to above.

Section 12.05. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but all such counterparts shall together constitute but one and the same instrument.

Section 12.06. Governing Law. This Indenture, the Agreement, the Bonds and the Coupons shall be governed by the laws of the State.

Section 12.07. Payments Due on Saturdays, Sundays and Holidays. If the date for any payment on the Bonds at a place of payment shall be a Saturday, Sunday, legal holiday or day on which banking institutions are authorized by law to close, then payment shall be made on the next succeeding business day, and no interest shall accrue for the intervening period.

Section 12.08. Evidence of Certain Bond Holdings. The Trustee may accept any evidence satisfactory to it as to the fact of the holding of Coupon Bonds payable to bearer, the amount and numbers of the Bonds held and the date of holding.

Section 12.09. Future Holders Bound. Any action taken by the Trustee or any other person upon the request or with the consent of any Bondholder shall bind every future holder of the same Bond.

Section 12.10. No Liability of Issuer. No provision in this Indenture or the Agreement and no breach of any such provision shall constitute or give rise to a pecuniary liability of the Issuer or a charge upon its general credit or taxing powers. No officer or commissioner of the Issuer shall be personally liable on this Indenture or the Agreement or on any Bonds or Coupons, nor shall the issuance of the Bonds under this Indenture be considered a misfeasance in office.

IN WITNESS WHEREOF, the parties hereto have executed this Indenture, all as of the day and year first above written.

[SEAL]

GREENVILLE COUNTY,
SOUTH CAROLINA

Attest:

By _____
Clerk of the County
Council of Greenville
County

By _____
Chairman of the County
Council of Greenville County

[SEAL]

WACHOVIA BANK AND TRUST COMPANY,
N.A., as Trustee

Attest:

By _____
Assistant Secretary

By _____
Vice President

ACKNOWLEDGMENT OF ISSUER

STATE OF]
] SS.
COUNTY OF]

I, a Notary Public in and for the jurisdiction aforesaid, hereby certify that the foregoing instrument was acknowledged before me this day of , 1981, by and , Chairman of the County Council of Greenville County and Clerk of said County Council, respectively, of Greenville County, South Carolina, who signed the foregoing instrument, to be the act and deed of Greenville County, South Carolina.

[SEAL]

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF TRUSTEE

STATE OF NORTH CAROLINA] SS.
COUNTY OF FORSYTH]

I, a Notary Public in and for the jurisdiction aforesaid, hereby certify that the foregoing instrument was acknowledged before me this day of , 1981, by and , Vice President and Assistant Secretary, respectively, of Wachovia Bank and Trust Company, N.A., a North Carolina corporation, who signed the foregoing instrument on behalf of said bank.

[SEAL]

Notary Public

My Commission Expires: _____

EXHIBIT A--FORMS OF DESIGNATED BONDS

[FORM OF DESIGNATED COUPON BOND]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

Environmental Improvement Revenue Bond Due 200
(Union Carbide Corporation Project--Series 1981)

No. C-

\$5,000

1. Promise to Pay. Greenville County, South Carolina ("Issuer"), promises to pay on 1, to the bearer or registered holder, as the case may be, of this Bond, but solely from the sources and in the manner described below, the principal sum of \$5,000.

The Issuer also promises to pay from those sources interest on that sum at the rate of % per annum until this Bond is paid. The Issuer will pay such interest from the date of this Bond semiannually on 1 and 1 of each year commencing 1, 1981. The Issuer will pay principal and interest in lawful money of the United States of America. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment. This Bond must be surrendered to a Paying Agent to collect principal payments. The attached interest coupons must be surrendered as they come due to a Paying Agent to collect interest payments. The principal corporate trust office of Wachovia Bank and Trust Company, N.A., Winston-Salem, North Carolina ("Trustee") is the Paying Agent. The Issuer has covenanted and agreed to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of any additional Paying Agents.

3. Issuance of Bonds. This Bond is one of an authorized revenue bond issue which bears the designation mentioned above ("Bonds"). The original principal amount of the issue

is \$1,000,000. The issue is limited to that principal amount.

The Issuer issued the Bonds pursuant to the Industrial Development Projects Act (S.C. Code §4-29-10 et seq., as amended) ("Act"). The Issuer issued the Bonds for the purpose of obtaining funds for a loan by the Issuer to Union Carbide Corporation ("Corporation"). The Issuer made the loan to the Corporation for the purpose of providing funds to finance the acquisition, construction and improvement by the Corporation of certain pollution control facilities ("Project") to serve the Corporation's carbon fiber facility in Greenville County, South Carolina.

4. Loan Agreement and Indenture. The Issuer made the loan to the Corporation pursuant to a Loan Agreement dated as of 1, 1981, between the Issuer and the Corporation ("Agreement"). The Issuer issued the Bonds under an Indenture dated as of 1, 1981 between the Issuer and the Trustee ("Indenture"). The Agreement and the Indenture contain a more complete statement of the rights of the Issuer, the Trustee, the Corporation and the Bondholders. Copies of the Agreement and Indenture may be inspected at the offices of the Trustee or the Issuer. Copies may be obtained from the Trustee upon written request to the Trustee and payment of reproduction and mailing costs.

5. Source for Payment of Bonds. The Bonds and coupons are not general obligations of the Issuer but are limited obligations thereof. The principal of, premium, if any, and interest on the Bonds are payable solely from the payments to be made by the Corporation pursuant to the Agreement, and from any other funds held in trust pursuant to the Indenture, except funds held in the Construction Fund (as defined in the Indenture), and are not otherwise an obligation of the Issuer. The loan to the Corporation is not secured by any lien or mortgage on the Project or on any other property of the Issuer or the Corporation.

The Bonds and coupons and any other agreements contained in the Indenture shall never constitute an indebtedness of the Issuer or the State of South Carolina within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer or the State of South Carolina. Neither the Issuer nor the State of South Carolina, nor any other politi-

cal subdivision of the State of South Carolina, shall be obligated to pay the principal of the Bonds or the interest thereon or other costs incident thereto except from the amounts pledged therefor. Neither the faith and credit nor the taxing power of the Issuer, the State of South Carolina, nor any political subdivision of the State of South Carolina, is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

6. Bondholder List. The Trustee will keep a list of the names and addresses of the holders of Bonds payable to bearer who make a written request to be included or retained on such list ("Bondholder List"). A request will remain in effect for only three years, but successive requests may be made. A request must state the name and address of the holder, the principal amount of Bonds held, the numbers of the Bonds and the date of the request. A Bondholder may miss important notices if he does not hold Bonds in registered form or if he holds Bonds in bearer form but fails to maintain his name and address on the Bondholder List (see "Notice of Redemption" below).

7. Optional Redemption. The Bonds are subject to redemption, at the option of the Corporation, on and after 1, 19 , in whole at any time or in part on any interest payment date in integral multiples of \$5,000. Any such redemption will be at the redemption prices (expressed as percentages of principal amount) set forth in the table below plus accrued interest to the redemption date:

<u>Redemption Dates (inclusive)</u>	<u>Redemption Price</u>
-------------------------------------	-------------------------

8

No Bonds will be subject to redemption prior to 1, 19 , except as described under "Special Optional Redemption" and "Special Mandatory Redemption" below.

8. Special Optional Redemption. The Bonds are subject to redemption as a whole, at any time, at the option of the Corporation, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, if one or more of the following events shall have occurred:

(a) the Project shall have been damaged or destroyed to the extent that, in the opinion of the Corporation, either (i) the required restoration and repair to the condition thereof immediately preceding such damage or destruction could not reasonably be expected to be completed within a period of six months, or (ii) the Corporation is prevented or would likely be prevented from carrying on its normal operation of the Project for a period of six months or more, or (iii) the restoration and repair of the Project would not be economically practical or desirable; or

(b) title to the whole or any part of the Project or the use or possession thereof shall have been taken or condemned by a competent authority or other person for any public use or purpose to such an extent that the Corporation is thereby prevented or, in the opinion of the Corporation, would likely be prevented from carrying on its normal operation of the Project for a period of six months or more; or

(c) as a result of changes in the Constitution or laws of the United States of America or the State of South Carolina or of legislative or administrative action of the United States of America or the State of South Carolina or any political subdivision of either thereof or a final decree, judgment or order of a court, or an order, rule, regulation, determination, action or refusal to take action, or refusal to issue or make any order, rule, regulation or determination, by a governmental authority or agency, either (i) the Agreement or the Indenture, or any material provision of either, shall have become void or unenforceable or impossible of performance in any material respect; or (ii) the Corporation's use and occupancy of all or a significant part of the Project shall have been, in the judgment of the Corporation, legally curtailed for a period of six months or more, or unreasonable burdens or excessive liabilities, including taxes not levied at the date

hereof, shall have been imposed upon the Corporation or its stockholders or the Issuer with respect to or in connection with the Project or the ownership or operation thereof; or

(d) changes in the economic availability of materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project shall have occurred, or technological, legal or other changes shall have occurred, any of which, in the judgment of the Corporation, render the Project or the operation thereof impractical or uneconomical.

9. Special Mandatory Redemption. The Bonds are subject to mandatory redemption prior to maturity as a whole at any time, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, if, as a result of any Federal administrative action or by final decree, judgment or order of any Federal court or Federal administrative body, it is determined that, as a result of a failure by the Corporation to observe any agreement or representation in the Agreement, the interest payable on the Bonds is includable for Federal income tax purposes in the gross income of any Bondholder (other than a Bondholder who is a "substantial user" or a "related person" within the meaning of Section 103(b)(9) of the Internal Revenue Code). Any such determination will not be considered final for this purpose unless the Bondholder involved in the proceeding or action resulting in the determination (a) gives the Corporation and the Trustee prompt written notice of the commencement thereof and (b) if the Corporation agrees to pay all expenses in connection therewith and to indemnify such Bondholder against all liabilities in connection therewith, offers the Corporation an opportunity to contest the determination, either directly or in the name of the Bondholder, and until conclusion of any appellate review, if sought.

10. Notice of Redemption. The Trustee will give notice in the name of the Issuer of each redemption. The notice will identify each Bond or portion thereof to be redeemed. Bonds may be redeemed in part only in multiples of \$5,000. The Trustee will give the notice not less than 30 or more than 60 days prior to the redemption date. The Trustee will give the notice in three ways: (a) it will publish the notice once in a newspaper generally recognized as carrying finan-

cial news or in a financial journal of general circulation on each business day in New York, New York, (b) it will mail the notice by first class mail to each registered owner of Bonds to be redeemed at his address shown on the Bond Register, and (c) it will mail the notice by first class mail to each holder of Bonds to be redeemed named on the Bondholder List at his address shown on the Bondholders List (see "Bondholder List" above).

Failure to mail or to receive any mailed notice, or any defect therein or in the mailing thereof, will not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure or defect has occurred. If all the Bonds to be redeemed at that time are held by registered owners, notice by publication need not be made. If it is impossible or impractical to publish notice in the manner provided above, then such publication in lieu thereof as the Trustee may approve shall constitute a sufficient publication of notice.

Once notice is given, the Bonds (or portions thereof) designated for redemption in the notice become due and payable on the redemption date stated in the notice at the proper redemption price. On and after the redemption date, interest on such Bonds (or portions thereof) so designated ceases to accrue if funds sufficient for such redemption are held by the Trustee.

11. Unclaimed Moneys. If any Bonds or coupons are not presented for payment when due at maturity or upon redemption, and if funds sufficient to pay the same are held by the Trustee or any Paying Agent, the holders thereof must look only to such funds for payment. After two years, such funds may be paid to the Corporation and the holders of such Bonds or coupons thereafter must look only to the Corporation for the payment thereof.

12. Form of Bonds. The Bonds are issuable as coupon Bonds in the denomination of \$5,000 registrable as to principal only, and as fully registered Bonds without coupons in denominations of \$5,000 or a multiple thereof. Bonds may be registered or exchanged and the transfer or registered coupon Bonds and fully registered Bonds may be registered, upon presentation or surrender thereof, as the case may be, to the Registrar for the Bonds and upon payment of taxes, fees and

charges provided in the Indenture. The Trustee is designated as the Registrar.

The Registrar shall not be required to make any registration, transfer or exchange of (a) any Bond within 15 days prior to (i) an interest payment date or (ii) the date of first publication or mailing, whichever is earlier, of notice of redemption of such Bond, or (b) any Bond called or being called for redemption in whole or in part.

13. Discharge Prior to Redemption or Maturity. The Corporation at any time may deposit with the Trustee moneys or Government Obligations, as defined in the Indenture. If such moneys are, or the principal of such Government Obligations is, or the principal thereof and interest thereon when due are anticipated to be, sufficient to pay (a) interest when due on all Bonds prior to their redemption or payment at maturity and (b) the principal of, premium, if any, and interest on the Bonds when due at maturity or upon redemption, as the case may be, the holders of Bonds must look only to such deposited moneys and securities for payment. The Trustee need not segregate any moneys or securities held by it pursuant to the Indenture from its other assets except to the extent required by law or the Indenture.

14. Amendment, Supplement, Waiver. The Indenture and the Agreement may be amended or supplemented, and any obligation of the Issuer or the Corporation may be waived, with the consent of the holders of not less than a majority in aggregate principal amount of the outstanding Bonds and additional Bonds adversely affected thereby. If the amendment, supplement or waiver, in the judgment of the Trustee, does not adversely affect the rights of any Bondholder, the Trustee may consent to the same without notice to or consent of the Bondholders.

15. Additional Bonds. Additional bonds may be issued for completing the Project, for making substitutions, additions, modifications and improvements in, on, or to the Project, for refunding any Bonds, or for any purpose permitted by the Act. The additional bonds may be issued on a parity with the Bonds.

16. Default. If an Event of Default, as defined in the Indenture, occurs, the principal of all the Bonds may be

declared due and payable in the manner and with the effect set forth in the Indenture, but subject to waiver of such Event of Default as provided in the Indenture. Holders of Bonds or coupons have no right to enforce the Indenture, except as provided therein. The Trustee is not required to enforce the Indenture unless it receives indemnity satisfactory to it. The Issuer and the Corporation are not required to file any periodic evidence as to compliance or as to the absence of default. The Trustee may withhold notice of any Event of Default if it determines that to give such notice would not be in the best interests of the Bondholders.

17. Recital. All acts, conditions and things required to exist, happen and be performed precedent to and in connection with the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law. The issuance of this Bond and the issue of which it is a part, together with all other obligations of the Issuer, do not exceed or violate any constitutional or statutory limitation.

18. Authentication. This Bond and its interest coupons shall not be valid unless this Bond is authenticated by the Trustee by the execution of the Trustee's certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, Greenville County, South Carolina, acting through its County Council, has executed this Bond and its interest coupons.

This Bond is dated as of 1, 1981.

[SEAL]

GREENVILLE COUNTY,
SOUTH CAROLINA

Attest:

By _____
Clerk of the County
Council of Greenville
County

By _____
Chairman of the County
Council of Greenville County

[FORM OF COUPON]

Number

\$

On the first day of _____, (unless the Bond described below has been called for redemption and payment of

14600

the redemption price duly made or provided for), Greenville County, South Carolina, will pay to bearer solely out of the revenues referred to in said Bond upon presentation hereof the amount shown hereon in lawful money of the United States of America, at the principal corporate trust office of Wachovia Bank and Trust Company, N.A. (Trustee and Paying Agent), Winston-Salem, North Carolina, or, if there shall at the time be an additional Paying Agent, at such other office or agency as may be provided, such amount being semiannual interest due that day on its Pollution Control Revenue Bond Due 200 (Union Carbide Corporation Project--Series 1981) dated as of 1, 1981, No. C- .

GREENVILLE COUNTY,
SOUTH CAROLINA

By _____
Clerk of the County Council
of Greenville County

[FORM OF REGISTRATION PROVISIONS]

REGISTRATION PROVISIONS

This Bond may be registered as to principal only in the name of the holder on the registration books kept for that purpose at the office of any Bond Registrar, initially the Trustee, upon the terms and conditions specified in this Bond and the Indenture.

Date of Registration	In Whose Name Registered	Bond Registrar

146C1

[FORM OF DESIGNATED FULLY REGISTERED BOND]

Each Designated Fully Registered Bond shall be in substantially the form of the Designated Coupon Bond set forth above except that the first three and last three paragraphs of the Designated Fully Registered Bond shall be in substantially the forms set forth below:

[FORM OF FIRST THREE PARAGRAPHS]

No. R-

\$

1. Promise to Pay. Greenville County, South Carolina ("Issuer"), promises to pay on 1, , to or registered assigns, but solely from the sources and in the manner described below, the principal sum of Dollars (\$).

The Issuer also promises to pay from those sources to the registered owner of this Bond interest on that sum at the rate of per annum until this Bond is paid. The Issuer will pay such interest from the date of this Bond semiannually on 1 and 1 of each year. The Issuer will pay principal and interest in lawful money of the United States of America. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment. This Bond must be surrendered to a Paying Agent to collect principal payments. Interest payable on any 1 or 1 will, subject to certain exceptions provided in the Indenture defined below, be paid by check mailed to the registered owner of this Bond at his address shown on the Bond Register. The principal corporate trust office of Wachovia Bank and Trust Company, N.A., Winston-Salem, North Carolina ("Trustee") is the Paying Agent. The Issuer has covenanted and agreed to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of any additional Paying Agents.

[FORM OF LAST THREE PARAGRAPHS]

18. Authentication. This Bond shall not be valid unless authenticated by the Trustee by the execution of the Trustee's certificate of authentication endorsed hereon.

146C2

IN WITNESS WHEREOF, Greenville County, South Carolina,
acting through its County Council, has executed this Bond.

This Bond is dated as of

[SEAL]

GREENVILLE COUNTY,
SOUTH CAROLINA

Attest: .

By _____
Clerk of the County
Council of Greenville
County

By _____
Chairman of the County
Council of Greenville County

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds issued under the Indenture
mentioned in this Bond.

WACHOVIA BANK AND TRUST
COMPANY, N.A., Trustee

By _____
Authorized Officer

EXHIBIT
FEB 10 1981 NO. 2
STATE BUDGET & CONTROL BOARD

14603

EXHIBIT

STATE BUDGET AND CONTROL BOARD

BLUE AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO. **3**

ITEM NUMBER 3

STATE BUDGET & CONTROL BOARD

Agency: Coastal Council

Subject: A&E Selection Approval Request (Small Projects)

Please refer to attachments for details.

Board Action Requested:

Approve selection of William E. Edenfield of Brunswick, Georgia to inventory and analyze existing Francis Marion Park conditions; prepare a preliminary concept plan for the redevelopment of Francis Marion Park; and prepare drawings and specifications necessary for the construction of the approved redevelopment plan for the Park under the small projects procedure for a fee of \$2,500.

Staff Comment:

Attachments:

State Engineer's form plus attachments

14604

State Budget and Control Board
Finance Division (Engineering)

REQUEST FOR APPROVAL OF SELECTION OF ARCHITECTURAL
OR ENGINEERING FIRM UNDER "SMALL" PROJECTS PROCEDURE

1. Agency/Institution: (a) Name South Carolina Coastal Council

(b) Request Prepared By DeAnne Raven

(Phone 758-8442) Date 2/2/81

2. Certification By Chief Financial Officer:

I hereby certify that the agency/institution named in 1, above, has not paid and, including any payment under the contract described on this form, will not pay in excess of \$12,000 to the firm named in 5, below, for services performed pursuant to the procedure in 1976 Code Sections 10-5-110 through 10-5-140 during any two consecutive fiscal year periods.

DeAnne L. Raven

DeAnne L. Raven
Typed Name and Signature of Chief Financial Officer

3. Project Name/Description/State Engineer's Project Number, If Applicable:

4. Services To Be Performed:

See attached contract

EXHIBIT
FEB 10 1981 NO. 3
STATE BUDGET & CONTROL BOARD

RECEIVED
FEB 11 1981
S. C. BUDGET AND
CONTROL BOARD

5. Firm Selected: (a) Name: William E. Edenfield

(b) Address: 708 Dartmouth St, Brunswick, Ga. 31520

6. Contract Terms: (a) Beginning Date: 1/15/81 Ending Date: 3/9/81

(b) Fee: \$ 2,500 (May not exceed \$4,000 under Section 10-5-110.)

(c) Fee Payment Schedule: Per attachment - Exhibit A

(d) Source of Funds: State

7. How many firms were contacted regarding this project? one

8. Attach a copy of notices or advertisements, if any, used in this selection and a copy of the letter agreement or contract as negotiated.

9. Submit three copies of the completed form and attachments to Budget and Control Board.

14605

AGREEMENT

This AGREEMENT entered upon this 15th day of January 1981, by and between the South Carolina Coastal Council and William E. Edenfield mutually covenant and agree to the following:

Terms and Conditions

MR EDENFIELD SHALL, in a satisfactory and proper manner, as determined by the South Carolina Coastal Council, produce and provide all of the products and services enumerated in and appearing in Exhibit A of this AGREEMENT, which Exhibit A is attached hereto, made a part hereof, and incorporated by reference herein.

THE SOUTH CAROLINA COASTAL COUNCIL SHALL, provide compensation in the amount of \$2,500 for Mr. Edenfield's services as enumerated in Exhibit A of this document.

EFFECTIVE DATES OF this contract are January 15, 1981 through March 9, 1981.

THE UNDERSIGNED DO hereby agree to the provisions of this AGREEMENT.

BY: _____
H. Wayne Beam, Ph.D.
Executive Director
South Carolina Coastal Council

WITNESS: _____
James M. Waddell, Jr.
Chairman
South Carolina Coastal Council

BY: _____
William E. Edenfield

EXHIBIT

FEB 10 1981 NO. 3

STATE BUDGET & CONTROL BOARD

14606

EXHIBIT A
Scope of Services

Task I

Inventory and analyse existing park conditions. \$500.00

- Review recent downtown redevelopment plans.
- Determine opportunities and problems and discuss objectives for park redevelopment with local officials and interested citizens.
- Examine physical conditions of park and surrounding area.
- Record analysis information on appropriate plans and maps.

Product: A progress report describing analysis findings including text and pertinent plans and graphics.

Due Date - February 2nd, 1981

Task II

Prepare a preliminary concept plan for the redevelopment of Francis Marion Park. \$500.00

- Based on previous analysis, prepare a preliminary concept plan outlining various elements of the proposed park redevelopment.
- Present the preliminary concept plan to local officials and interested citizens for input and revisions.

Product: Plans and sketches depicting concepts for the redevelopment of Francis Marion Park.

Due Date - February 16th, 1981

Task III

Prepare drawings and specifications necessary for the construction of the approved redevelopment plan for Francis Marion Park. \$1,500.00

- Complete revisions of the preliminary concept plan, if needed.
- Prepare drawings, specifications and itemized rough cost estimates for the construction of the approved redevelopment plan.
- Present final drawings to public officials and interested citizens.

Product: Plans, construction drawings, and specifications necessary for the construction of the approved redevelopment plan for Francis Marion Park.

Due Date - March 9th, 1981

EXHIBIT

FEB 10 1981

NO. 3

STATE BUDGET & CONTROL BOARD

14607

EXHIBIT

STATE BUDGET AND CONTROL BOARD

BLUE AGENDA

MEETING OF February 10, 1981

FEB 10 1981

NO.

4

ITEM NUMBER

4

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Selection of Architect

The Division recommends the selection of the Triad Architectural Consultants, Columbia, South Carolina, to provide architectural and engineering services in the restoration and renovation of the Boylston House. (See attached.)

Board Action Requested:

Staff Comment:

Attachments: A/E Selection Material
Contract

14608

Form SE-1
1/12/81

State Budget and Control Board
Finance Division - State Engineer
A & E SELECTION APPROVAL REQUEST
(See instructions on back of this form.)

1. Agency/Institution: DIVISION OF GENERAL SERVICES
2. Contact Person: _____ Phone: _____
3. Project Name: Boylston House Restoration and Renovation
4. Project Number and Description: _____
5. Estimated Cost: (a) A&E Fees: \$32,000 (fixed)
(b) Construction: _____
(c) Total Project: _____
6. Source of Funds for Project: _____

A/E FIRMS SELECTED:

Order of Preference	Firm		Reported State Work in Two Years Prior to <u>March 12, 1980</u> (Date this project first advertised)		
	Name	Location	A/E Contracts #	Fee Amount	Construction Costs
1	The Triad Architectural Associates	Columbia			\$457,000 +
2	Henry D. Boykin	Camden			-0-
3	Fulmer and Crawford	Columbia			\$886,000

* * * * *

CERTIFICATION BY STATE ENGINEER:

I have reviewed the documents submitted in support of this request for approval of an A&E selection and have determined that the selection procedure required by law and by Budget and Control Board policy has been followed.

State Engineer

Date

14609



STATE OF SOUTH CAROLINA

BUDGET AND CONTROL BOARD
DIVISION OF GENERAL SERVICES
300 GERVAIS STREET
COLUMBIA, S.C. 29201

STATE BUDGET AND CONTROL BOARD DIVISION OF GENERAL SERVICES AGENDA

T.M. COPELAND
DIVISION DIRECTOR
(803) 756-2226

February 3, 1981

1. Architectural and Engineering Services for the restoration and renovation of the Boylston House located in Columbia, S. C.

All requirements as provided by statute and Budget and Control Board rules and regulations have been followed for the selection of an architect to provide architectural and engineering services for this project. The supporting data is attached.

Three firms were interviewed as a result of their response to the newspaper advertisement. They are listed below in order of preference:

1. The Triad Architectural Consultants, Columbia, S. C.
2. Henry D. Boykin, Camden, S. C.
3. Fulmer and Crawford, Columbia, S. C.

It is our recommendation that the firm of The Triad Architectural Consultants be approved in accordance with the attached contract.

14610

Firms recommended in order of preference for this job are as follows (the total contract cost of state projects awarded to these firms within the past two years is also given):

1. The Triad Architectural Consultants, Columbia, S.C. \$457,000 plus (see letter attached)
2. Henry D. Boykin, Camden, S. C. - 0 -
3. Fulmer and Crawford, Columbia, S. C. \$886,000

Consideration was given to the amount of state work each firm had been awarded in the past two years. However, the dominant factors in recommending the first preference were their previous work in the Columbia area, the detailed research given earlier projects of similar nature, and the sensitivity with which they grasp the problems to be faced at the Boylston House. It was the feeling of the interview committee that these qualities made the first preference an outstanding choice for this project.

Responses to advertisement for A/E firm for Boylston House

State Contracts last 2 years

The Triad Architectural Associates 7130 Fire Land Drive Columbia, S. C. 29204 (Samuel J. Player)	\$457,000 plus
Henry D. Boykin, AIA, PA, Architect 605 Monument Square Camden, South Carolina 29020 (Henry D. Boykin)	- 0 -
Fulmer and Crawford, Architects 1518 Richland Street Columbia, South Carolina 29201 (William O. Fulmer)	886,000
Ard - Wood Associates Green Gate Park Office 704 Greenville, S. C. 29607 (Danny N. Ard)	- 0 -
Thomas W. Salmons, III, AIA 2801 Devine Street Columbia, S. C. 29205 (Thomas W. Salmons, III)	- 0 -
James Associates, Architectural Services 903 Elmwood Avenue, Suite C Columbia, S. C. 29201 (Alex C. James)	- 0 -
William S. Dowis, Jr., AIA, Architect P. O. Box 368 Florence, South Carolina 29503 (William S. Dowis, Jr.)	257,993
Engitech Consultants 6 Tradd Court Columbia, S. C. 29209 (Jesse L. Keeffe)	- 0 -
Architects Boudreaux, LTD. 824 Woodrow Street Columbia, South Carolina 29205 (John A. Boudreaux)	500,000
Wilbur Smith and Associates Bankers Trust Tower Columbia, South Carolina 29202 (James W. Smith)	- 0 -
Marshall Clark Architects, Inc. Suite 200-J, Century Plaza 211 Century Drive Greenville, S. C. 29607 (J. Michael Taylor)	1,600,000
Rosenblum & Associates Architects, Inc. 27 Vendue Range Charleston, S. C. 29401 (Jeffrey Rosenblum, AIA)	- 0 -

INVITATION TO BID

State of South Carolina, Division of General Services will accept resumes from firms interested in providing Architectural/Engineering services for the renovation and restoration of the Boyleston House located at 829 Richland Street, Columbia, S. C.

Firms submitting resumes of qualification shall include a list of all contracts, including construction cost, the firm has executed on State work in the past two years. Firms whose resumes do not include a list of work on State contract will not be considered for interview.

Resumes will be accepted until 11:00 A. M. April 10, 1980. Contact the Division of General Services, 300 Gervais Street, Columbia, S. C. 29201 telephone 758-7252 for additional information.

DIVISION OF GENERAL SERVICES
R. D. Counts
Division Director

To run in March 12 & 16, 1980 issue of the Florence Morning News...P. O. # 96449
To run in March 12 & 16, 1980 issue of The State.....P.O. # 96447
To run in March 12 & 16, 1980 issue of The News & Courier.....P. O. # 96448

Copies:

Jim Bokanovich
M. Burrows
Bulletin Board
Purchasing (3)
Accounting (9)
Cecil Mills (1)

14613



Florence Morning News

PUBLISHED EVERY MORNING, DAILY AND SUNDAY, BY
THE FLORENCE MORNING NEWS, INC.

FLORENCE, SOUTH CAROLINA 29501

INVITATION TO BID
State of South Carolina, Division of General Services will accept resumes from firms interested in providing Architectural/Engineering services for the renovation and restoration of the Boylston House located at 829 Richland Street, Columbia, S.C.
Firms submitting resumes of qualification shall include a list of all contracts, including construction cost, the firm has executed on State work in the past two years. Firms whose resumes do not include a list of work on State contract will not be considered for interview.
Resumes will be accepted until 11:00 A.M. April 10, 1980. Contact the Division of General Services, 300 Gervais Street, Columbia, S.C. 29201, telephone 738-7252 for additional information.
DIVISION OF GENERAL SERVICES
R. D. Counts
Division Director
(Mar. 12, 1980)

State of South Carolina
City of Florence

Personally appeared before me Edith B. Clarke
and upon being duly sworn says that she is Sec.-Treas.
of THE FLORENCE MORNING NEWS, Publishers of the FL NEWS
MORNING NEWS, a daily news paper published in the City of
FLORENCE, County of FLORHAM STATE OF SOUTH CAROLINA
and further says that the attached advertisement was
published in March 12, 1980, and March 16, 1980,
and March 19, 1980, as shown by the files of said
Company.

Edith B. Clarke

RECEIVED

Subscribed and sworn to before me this 21st.

day of March, 19 80.

Veronica Roston

Notary Public for South Carolina

14614

January 30, 1981
(rev. from Jan. 12, 1981)

ARCHITECTURAL PROGRAM
Boylston House Renovation

- I. Research and development
 - A. Survey historical data, providing research as necessary, to document proposed revisions to the exterior and interior of each structure.
 - B. Review findings by Milton Grigg
 - C. Prepare measured drawings of existing structures
 - D. Prepare site plan - Boylston House property indicating
 1. topographical information
 2. location of utilities and sprinkler system
 3. general location of trees and major planting in garden
 4. walkways and driveways
 5. all structures
 - E. Survey and evaluate structural condition of each building and recommend repairs and restorations
 - F. Survey all energy and environmental systems and plumbing. Recommend ways to conceal systems as necessary and locate/relocate equipment outside.
 - G. Review condition of interior and make recommendations on restoration including millwork, plaster, hardware, wallcoverings, paint floors and all other interior finishes.
 - H. Review research and development findings with owner and the Mansion Commission as necessary.
- II. Prepare master plan for property showing future development
 - A. Explore options of public restroom location in Boylston House verses other out buildings.
 - B. Boylston House - 1st level - orientation center, storage and mechanical area, restrooms? (see II-A); 2nd level - Hall of Governors; 3rd level - office space
 - C. Apartment - living area for staff
 - D. Carriage House - workshop, storage
 - E. Stable - workshop, storage
 - F. Prepare preliminary drawings of all buildings for review by the owner showing proposed restoration/renovation of each.
- III. Prepare necessary architectural drawings and bid documents for all phases with the exterior renovation of the Boylston House as phase I. Special attention should be paid to the time schedule for any and all federal grants.
 - A. Boylston House - Exterior-Areas of renovation to be addressed:
 1. remove north porch and restore facade
 2. correct rainwater drainage, runoff
 3. reline and repoint chimneys
 4. replace floor on 2 levels of front porch and replace front steps
 5. paint and caulk windows
 6. repair stucco - ground level
 7. waterproof at ground level
 8. repair roof
 9. paint exterior
 - B. Provide construction supervision, review and approve shop drawings, prepare change orders and conduct inspections on the exterior renovation of the Boylston House. Also, the Architect shall prepare a construction sign to meet any grant requirements for the building site.

- IV. Prepare necessary architectural drawings and bid documents for all phases of the interior of the Boylston House. Special attention should be paid to the time schedule for any and all federal grants.
- A. Boylston House - Interior - Areas of renovation to be addressed:
1. replace and/or improve plumbing
 2. improve electrical system
 3. improve HVAC system
 4. remodel 3rd level for office space including consideration of enclosing top of stairwell
 5. restore 2nd level for Hall of Governors
 6. renovate 1st level for orientation center
 7. paint interior
 8. install fire alarm system
- B. Provide construction supervision, review and approve shop drawings, prepare change orders and conduct inspections. The architect shall prepare any necessary construction signs to meet federal grant requirements.
- V. Prepare necessary architectural drawings and bid documents for the renovation of the Apartment, both interior and exterior. Special attention should be paid to the time schedule for any and all federal grants.
- A. Apartment - areas of renovation to be addressed:
1. replace roof
 2. exterior - paint and repair
 3. interior - remodel for occupancy and paint
 4. modify HVAC
 5. replace plumbing
 6. improve electrical system
- B. Provide construction supervision, review and approve shop drawings, prepare change orders and conduct inspections. The architect shall prepare any necessary construction signs to meet federal grant requirements.
- VI. Prepare necessary architectural drawings and bid documents for the renovation of the interior and exterior of the Carriage House and stable. Special attention should be paid to the time schedule for any and all federal grants.
- A. Carriage House and Stable
1. replace roof
 2. exterior - paint and repair
 3. interior - renovate for workshop and storage areas
- B. Provide construction supervision, review and approve shop drawings, prepare change orders and conduct inspections. The architect shall prepare any necessary construction signs to meet federal grant requirements.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

**Standard Form of Agreement Between
Owner and Architect**

1977 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

AGREEMENT

made as of the Second day of February in the year of Nineteen
Hundred and Eighty-One.

BETWEEN the Owner: State Budget & Control Board
 Division of General Services

and the Architect: The Triad Architectural Associates

For the following Project: Restoration and adaptive reuse of the Boylston House
(Include detailed description of Project location and scope.)
829 Richland Street, Columbia, South Carolina. See attached architectural program
dated January 30, 1981, for scope.

The Owner and the Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during con-

struction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

- .1 20 percent if termination occurs during the Schematic Design Phase; or
- .2 10 percent if termination occurs during the Design Development Phase; or
- .3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 14
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of No dollars (\$ 0.00)
shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows: fixed amount

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

See attached architectural program dated January 30, 1981:

a. III	Boylston House exterior	\$8750.00
b. IV	Boylston House interior	8750.00
c. V	Apartment	2800.00
d. VI	Stable	2100.00
	TOTAL	\$22,400.00

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase:	Fifteen	percent (15 %)
Design Development Phase:	Twenty	percent (20 %)
Construction Documents Phase:	Forty	percent (40 %)
Bidding or Negotiation Phase:	Five	percent (5 %)
Construction Phase:	Twenty	percent (20 %)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.4 COMPENSATION FOR ADDITIONAL SERVICES

- 14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows: fixed amounts as listed below:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

See attached architectural program dated January 30, 1981:

- | | |
|--------------------------------|------------|
| a. I. Research and development | \$6,400.00 |
| b. II. Master plan | 3,200.00 |

- 14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of One and one-half 1.5 times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.)

- 14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, ~~multiple of~~ \$30.00 principal, \$25.00 draftsman times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

- 14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

- 14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

- 14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

- 14.7.2 IF THE SERVICES covered by this Agreement have not been completed within

() months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

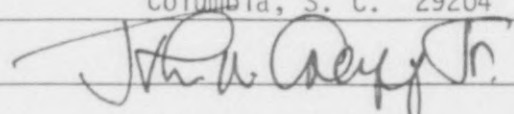
ARTICLE 15
OTHER CONDITIONS OR SERVICES

This Agreement entered into as of the day and year first written above.

OWNER State Budget & Control Board
Division of General Services
300 Gervais Street
Columbia, S. C. 29201

BY T. M. Copeland
Division Director

ARCHITECT The Triad Architectural Associates
7130 Fire Lane Drive
Columbia, S. C. 29204


BY John W. Califf, Jr.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

In the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT AND/OR ENGINEER add to or delete from as follows:

15.1 GENERAL:

"Where the word 'ARCHITECT' appears in the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT substitute therefor: 'ARCHITECT and/or ENGINEER.'"

15.2 ARTICLE I - ARCHITECT AND/OR ENGINEER'S SERVICES AND RESPONSIBILITY:

Add the following subparagraph:

"1.1.5.1 Upon completion of the Schematic Design Phase, the Schematic Design Documents, including Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.2 "1.2 Delete in its entirety and substitute therefor the following:

"1.2 DESIGN DEVELOPMENT PHASE

"1.2.1 Based on the Schematic Design Documents and any adjustments in the program or project budget, the Owner shall instruct the Architect, in writing, to prepare the Design Development Documents.

"1.2.2 Design Development Documents shall include sufficient material to delineate the scope of Project and to indicate the general design of the Project. Design Development Document, consisting of Drawing, Outline Specifications, Probable Construction Cost, and any other material or document necessary to prepare the Design Development Documents shall contain all architectural and/or engineering skills.

"1.2.3 Design Development Documents shall include but are not limited to the following:

"1.2.3.1 DRAWINGS:

(a) Existing topographic features and improvements affecting or relating to the proposed work. Indicate revisions to be made to existing topographic features and improvements such as grading, construction of drainage facilities, etc. Where drainage facilities are to be provided, indicate direction of flow and point of discharge by appropriate symbol or notes.

(b) Double-line drawings showing developed floor plans, proposed finished floor elevations, floor and roof framing, typical wall section, exterior elevations showing proposed floor-to-floor heights and basic details of any unusual features of construction.

(c) Basic information necessary to establish space requirements and functional arrangement.

(d) Functional layout of mechanical, electrical and electronic features, special equipment, plumbing and heating to include, where applicable:

- (1) Location of evaporative coolers and/or air conditioning units.
- (2) General scale layout of equipment, heater and/or boiler rooms showing space requirements and auxiliary equipment proposed.
- (3) Location and approximate size of special equipment to be installed such as compressors, generators, transformers, electronic equipment racks, consoles, panels, distributing frames, hoists, cranes, etc.

(e) Location, dimension, sections, areas and capacities, as applicable to parking areas, access roads, driveways, walks, etc.

(f) Location and size of existing or proposed sanitary sewers, water mains, gas mains and electrical service in the vicinity of the proposed buildings. Size and location of transformers. Elevations of gravity lines. Location of proposed building connections with notations showing which of the necessary utility extensions or connections beyond the 5-foot building line will be provided.

(g) Provide simplified schematic electrical diagrams for each electronic or instrumentation system to show that the required system functions are being provided.

"1.2.3.2 Outline Specifications and Probable Construction Cost shall be developed to a uniform level, reflecting the material, trades, mechanical and electrical system, and specialties required to reflect the Project as a whole.

"1.2.4 Upon completion of Design Development Phase, the Design Development Documents, including Outline Specifications and Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.3 Add the following subparagraph:

"1.3.4.1 Prior to advertising for bids for construction, the Architect and/or Engineer shall submit the Construction Documents and Probable Construction Cost and shall obtain written approval of the Probable Construction Cost from the Owner..

"1.3.4.2 Submission of the Construction Documents and Probable Construction Documents and Probable Construction Cost to the Owner and State Engineer and the approval of the Probable Construction Cost shall not relieve the Architect and/or Engineer of any responsibility for design deficiencies, omission or errors."

Add the following subparagraphs:

- 15.2.4 "1.5.4.1 Periodic visit by the ARCHITECT and/or ENGINEER may vary with the progress of the work and other conditions, but shall average not less than one visit by the ARCHITECT and/or ENGINEER or his representative to the project per week during the course of construction. The ARCHITECT and/or ENGINEER shall submit to the OWNER a written report of his periodic visit, at least once a month, of his findings and progress of the project.

"1.5.4.1.2 Should the CONTRACTOR fall behind in his construction schedule by more than four weeks, the ARCHITECT and/or ENGINEER shall notify the OWNER in writing."

- 15.2.5 1.5.9 Delete in its entirety and substitute therefor the following:

"1.5.9 The ARCHITECT and/or ENGINEER shall be the interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the performance thereunder by both the OWNER and the CONTRACTOR. The ARCHITECT and/or ENGINEER shall render written interpretations necessary for the proper execution or progress of the work within fifteen days on written request of either the OWNER or the CONTRACTOR, unless such interpretation can only be made after testing, in which case an interpretation must be rendered within fifteen days after completion of such test, and shall render written decisions, within fifteen days, on all claims, disputes and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the work or the interpretation of the CONTRACT DOCUMENTS."

- 15.2.6 Add the following subparagraph:

"1.5.14.1 Where a Change Order is required due to field adjustment, design deficiency omission or error, the Change Order shall be prepared at no cost to the Owner."

- 15.2.7 Add the following Subparagraphs:

"1.5.17 Upon completion of the CONSTRUCTION PHASE, the ARCHITECT and/or ENGINEER shall correct the original drawing to "record drawings" showing all significant changes in the Work made during construction. Such changes to the drawings shall be made in a professional manner, and drawings shall be stamped and signed by the ARCHITECT and/or ENGINEER as said drawings being "record drawings", based on marked-up prints, drawings and other data furnished by the CONTRACTOR and/or representative of the OWNER and/or ARCHITECT and/or ENGINEER.

"1.5.18 One month prior to the expiration of the one-year warranty period as called for in the CONSTRUCTION DOCUMENTS, the ARCHITECT and/or ENGINEER shall inspect the project for any deficiencies that may have developed under the one-year warranty. Upon completion of inspection a written report shall be furnished to the OWNER, the STATE ENGINEER and the CONTRACTOR, and the ARCHITECT and/or ENGINEER shall assist the OWNER in taking necessary action to see that the deficiencies are corrected."

15.2.8 1.7.17 Delete this Subparagraph in its entirety.

15.3 ARTICLE 2 - THE OWNER'S RESPONSIBILITY:

15.3.1 2.4 First line following Owner delete "shall furnish" and substitute therefor the following:

"will furnish, if requested, by the ARCHITECT and/or ENGINEER."

15.4 ARTICLE 3 - CONSTRUCTION COST:

15.4.1 Add the following Subparagraph:

"3.1.3.1 Compensation to the ARCHITECT and/or ENGINEER shall be as set forth in Article 14. When compensation is based on "Percentage of Construction Cost" the establishing of the percentage shall be the amount of the Construction Contract awarded. Once established, the same percentage figure shall apply to any recomputation of fee occasioned by Change Order, and only Change Orders that increase the contract amount shall be used in recomputation. Where a Change Order is required because of field adjustments, design deficiencies, omission or errors, the amount of that Change Order shall not apply toward computation of ARCHITECT and/or ENGINEER'S compensation".

15.4.2 Add the following Subparagraph:

"3.2.2.1 Fixed Limit of Construction Cost shall be the Probable Construction Cost as defined in Subparagraph 1.3.4.1".

15.4.3 6.1.3 Delete in its entirety and substitute therefor the following:

"6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the ARCHITECT and/or ENGINEER, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph 14.4.1 and 14.4.2 for Additional Services. No additional services by the ARCHITECT and/or ENGINEER in connection with semi-final and final inspection."

15.5 ARTICLE 8: OWNERSHIP OF DOCUMENTS:

15.5.1 ARTICLE 8: Delete in its entirety and substitute therefor new ARTICLE 8 as follows:

"ARTICLE 8: OWNERSHIP OF DOCUMENTS".

8.1 The Owner shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the AGREEMENT, including the right to use same on any other Owner's projects without additional cost to the Owner, and with respect thereto the ARCHITECT and/or ENGINEER agrees to and does hereby grant to the Owner a royalty-free

license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws.

"8.2 In the case of future reuse of the documents the Owner reserves the right to negotiate with the ARCHITECT and/or ENGINEER for compensation for the acceptance of any professional liability."

"8.3 In the event the Owner does not exercise the option to negotiate with the ARCHITECT and/or ENGINEER FOR THE Architect's and/or Engineer's acceptance of any professional liability, it is understood that the ARCHITECT and/or ENGINEER is no longer liable in the reuse of the documents.

15.6 ARTICLE 9 - ARBITRATION

Delete ARTICLE 9 in its entirety.

15.7 ARTICLE 10 - TERMINATION OF AGREEMENT

15.7.1 10.3 Fourth line following "Expense" change comma "," to period "." and delete rest of sentence.

15.7.2 10.4 Delete in its entirety.

15.8 ARTICLE 11 - MISCELLANEOUS PROVISIONS

15.8.1 11.1 Second line following "laws of" delete remaining of sentence and substitute therefor the following:

"-----South Carolina."

15.9 ARTICLE 14 - BASIS OF COMPENSATION

15.9.1 14.6 Delete in its entirety and substitute therefor the following:

"14.6 Payment due the ARCHITECT and/or ENGINEER under this Agreement shall bear interest at six percent per annum commencing forty-five days after date of billing."

EXHIBIT

FEB 10 1981 NO. 4

STATE BUDGET & CONTROL BOARD

14632

EXHIBIT

STATE BUDGET AND CONTROL BOARD

BLUE AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO.

5

ITEM NUMBER

5

STATE BUDGET & CONTROL BOARD

Agency: Mental Retardation

Subject: A&E Selection Approval Request

Please refer to attachments for details.

Board Action Requested:

Approve selection of Smith & Fuller to provide the services required in connection with the design and construction of the Pee Dee Center support facility and activity program facility project.

Staff Comment:

Attachments:

Tata February 2 letter to McPherson plus attachments

14633

Form SE-1
1/12/81

State Budget and Control Board
Finance Division - State Engineer
A & E SELECTION APPROVAL REQUEST
(See instructions on back of this form.)

EXHIBIT

FEB 10 1981

NO. 5

STATE BUDGET & CONTROL BOARD

1. Agency/Institution: Mental Retardation
2. Contact Person: _____ Phone: _____
3. Project Name: Support Facility + Activity Program Facility
4. Project Number and Description: 5
5. Estimated Cost: (a) A&E Fees: _____
(b) Construction: _____
(c) Total Project: _____
6. Source of Funds for Project: _____

A/E FIRMS SELECTED:

Order of Preference	Firm		Reported State Work in Two Years Prior to _____ (Date this project first advertised)		
	Name	Location	A/E Contracts #	Fee Amount	Construction Costs
1	Smith + Fuller	Florence			-0-
2	McNair, Gordon et al	Columbia			4,030,000 +
3	L. Nelson Crowe	Myrtle Beach			

* * * * *

CERTIFICATION BY STATE ENGINEER:

I have reviewed the documents submitted in support of this request for approval of an A&E selection and have determined that the selection procedure required by law and by Budget and Control Board policy has been followed.

State Engineer

Date

14634

CHARLES D. BARNETT, Ph.D.
Commissioner

WALTER B. TODD
Deputy Commissioner
Administration

WADE C. WIETERS, Ed.D.
Deputy Commissioner
Professional Services



MENTAL RETARDATION COMMISSION
Robert H. Lovvorn, Chairman
Herbert Rudnick, Vice Chairman
Mrs. Elizabeth P. Stall, Secretary
James B. Berry, M.D.
Rev. J. E. Hunter, D.Min.
Mrs. Mary C. Ramsay
R. B. Robinson

STATE OF SOUTH CAROLINA
DEPARTMENT OF MENTAL RETARDATION
2712 MIDDLEBURG DRIVE
P. O. BOX 4706
COLUMBIA, SOUTH CAROLINA 29240

EXHIBIT

FEB 10 1981

NO. 5

February 2, 1981

STATE BUDGET & CONTROL BOARD

Mr. William T. Putnam
Executive Director
S. C. Budget and Control Board
212 Wade Hampton Office Building
Post Office Box 12444
Columbia, S. C. 29211

Attn: John A. McPherson, Jr., P.E.

Dear Mr. McPherson:

I am enclosing herewith a tentative architectural contract with the firm of Smith & Fuller of Florence for the design and construction of the project entitled Support Facility and Activity Program Facility - Pee Dee Center. This project is identified as Project No. J16-049.

Attached herewith are the following exhibits as required:

- A - List of architects/engineers who expressed an interest.
- B - List of architects/engineers that were interviewed by our Commission.
- C - The top three architectural firms selected in order of priority.
- D - The amount of work done with State funds in the past two years by Smith & Fuller as provided to this office.
- E - Amount of work done by Smith & Fuller for the Department of Mental Retardation is none and hence, this exhibit is not required.

Please note that Article 14 as developed by your office is attached as also an addendum dated January 23, 1981, to this contract which makes the following two modifications:

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William T. Putnam
Attn: John A. McPherson - cont'd
February 2, 1981
Page 2

EXHIBIT

FEB 10 1981 NO. 5

STATE BUDGET & CONTROL BOARD

- 1 - Increases the proportionate share of architectural fees for the construction phase of the project from 20% to 30% to make the architect more conscientious about his inspection phase.
- 2 - Modifies the contract to more clearly define the architects responsibility in the area of minimum inspections by the engineering disciplines backed-up by inspection reports, their responsibilities as it relates to substitutions and field changes authorized in the field without written consent of the owner as well as errors and omissions.

Your cooperation and assistance in having this contract approved by the Budget and Control Board and the Joint Bonding Committee is requested and will be appreciated.

Sincerely,



Eruch T. Tata, P.E.
Director of Engineering & Planning

ETT/dl

Enclosures - a/s

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EXHIBIT

FEB 10 1981

NO. 5

EXHIBIT A

STATE BUDGET & CONTROL BOARD

List of Architects/Engineers Who Expressed an Interest

1. Wilkins, Wood & Associates - Florence, SC
2. R. Nelson Crowe, A.I.A. - Myrtle Beach, SC
3. Smith & Fuller - Florence, SC
4. William S. Dowis, Jr./Clark & McCall - Florence, SC
5. McNair, Gordon, Johnson & Karasiewicz - Columbia, SC
6. Thomas W. Salmcns, A.I.A. - Columbia, SC
7. W. Powers McElveen & Associates - Columbia, SC
8. Design Collaborative, Inc. - Columbia, SC
9. Timbes/Wilund/Usry Architects - Myrtle Beach, SC
10. Carlisle Associates, Inc. - Columbia, SC
11. Stevens & Wilkinson - Columbia, SC
12. Lockwood Greene - Spartanburg, SC
13. J. E. Sirrine Company - Greenville, SC
14. Robert Johnson, Inc. - Orangeburg, SC
15. The Freeman-White Associates - Columbia, SC
16. Architectural Design-Environmental Planning - Clover, SC
17. Sadler and Kent, Inc. - Rock Hill, SC
18. James Paul Barnes Associates - Florence, SC
19. Enwright Associates - Greenville, SC

RECEIVED
FEB 05 1981
S. C. BUDGET AND
CONTROL BOARD

14637

EXHIBIT

FEB 10 1981 NO. 5

STATE BUDGET & CONTROL BOARD

EXHIBIT B

List of Architects/Engineers That Were Interviewed by our Commission

1. Wilkins, Wood & Associates - Florence, SC
2. R. Nelson Crowe, A.I.A. - Myrtle Beach, SC
3. Smith & Fuller - Florence, SC
4. William S. Dowis, Jr./Clark & McCall - Florence, SC
5. McNair, Gordon, Johnson & Karasiewicz - Columbia, SC

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EXHIBIT

FEB 10 1981 NO. 5

STATE BUDGET & CONTROL BOARD

EXHIBIT C

The Top Three Architectural Firms Selected in Order of Priority

1. Smith & Fuller - Florence, SC
2. McNair, Gordon, Johnson & Karasiewicz - Columbia, SC
3. R. Nelson Crowe - Myrtle Beach, SC

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THE AMERICAN INSTITUTE OF ARCHITECTS

EXHIBIT



FEB 10 1981 NO. 5

STATE BUDGET & CONTROL BOARD

AIA Document B141

**Standard Form of Agreement Between
Owner and Architect**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this 23rd day of January in the year of Nineteen
Hundred and Eighty-One

BETWEEN the Owner:

South Carolina Department of Mental Retardation
Post Office Box 4706
Columbia, South Carolina 29240

and the Architect:

Smith & Fuller, A.I.A., Architects, P.A.
P. O. Box 2261
Florence, South Carolina 29503

For the following Project: Support Facility and Activity Program Facility,
(Include detailed description of Project location and scope)

Pee Dee Center, Florence, South Carolina

The scope of the project will be: new buildings to house an indoor swimming pool, renovation of existing gymnasium to meet standards and improve its usability, new building for canteen, beauty/barber shop and warehouse facility and all necessary support utility services from design through the completion stage.

A detailed program analysis will be furnished to the Architect by the Owner.

The Owner and the Architect agree as set forth below.

EXHIBIT

PERCENTAGE OF CONSTRUCTION COST

FEB 10 1981

NO.

5

STATE BUDGET & CONTROL BOARD

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
 - A. FOR BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of one of the following PERCENTAGES OF CONSTRUCTION COST, as defined in Article 3, for portions of the Project to be awarded under

SEE ATTACHED SCHEDULE

A Single Stipulated Sum Construction Contract	percent (%)
Separate Stipulated Sum Construction Contracts	percent (%)
A Single Cost Plus Fee Construction Contract	percent (%)
Separate Cost Plus Fee Construction Contracts	percent (%)

- B. FOR ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:

1. Principals' time at the fixed rate of Thirty-five dollars (\$35.00) per hour.
For the purpose of this Agreement, the Principals are:

Munford G. Fuller, A.I.A., Project Architect
Charles B. Smith, A.I.A., Partner

2. Employees' time (other than Principals) at a multiple of two & one-half (2.5) times the employees' Direct Personnel Expense as defined in Article 4.
3. Services of Professional consultants at a multiple of two & one-half (2.5) times the amount billed to the Architect for such services.

- C. AN INITIAL PAYMENT of NOT REQUIRED dollars (\$)
shall be made upon the execution of this Agreement and credited to the Owner's account.

- D. FOR REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:

- A. IF SCOPE of the Project is changed materially, compensation shall be subject to renegotiation.
- B. IF THE SERVICES covered by this Agreement have not been completed within two years (24) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

*See Article 14.1

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

*See Article 14.2

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

*See Article 14.3

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement

of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

*See Article 14.4

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

*See Article 14.5

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

*See Article 14.6, 14.7

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract

Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

*See Article 14.8 & 14.8.1

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

*See Article 14.9

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

*See Article 14.10

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

*See Article 14.11

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type

set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

**See Article 14.11

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

**See Article 14.12

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the

Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

*See Article 14.13

3.5.1 If the Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employ-

ees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time for professional services when included in Paragraph II.

5.1.5 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

** See Attached Schedule

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph II for Additional Services.

*See Article 14.14

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect

shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

**See Article 14.15 & 14.15.1
6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

**See Article 14.16

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

**See Article 14.17

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

20 percent if termination occurs during the Schematic Design Phase; or

10 percent if termination occurs during the Design Development Phase; or

5 percent if termination occurs during any subsequent phase.

**See Article 14.18

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

**See Article 14.19

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to

the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**See Article 14.20

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

**See Article 14.21

ARTICLE 14
OTHER CONDITIONS OR SERVICES


1. Minimum bi-monthly inspections backed-up by inspection reports by each engineering discipline provided to owner.
2. All substitutions and/or field changes authorized or approved without written consent from owner will be re-done at A/E's expense.
3. A/E responsible for errors and omissions and to carry appropriate insurance to cover same.

SEE ATTACHED PAGES 8-A TO 8-D

OTHER CONDITIONS OR SERVICES

This Agreement executed the day and year first written above.

OWNER
S. C. Department of Mental Retardation


CHARLES D. BARNETT, Commissioner

ARCHITECT
Smith & Fuller A.I.A., Architects, p.c.
&
FULLER
FLORENCE
MUNFORD G. FULLER, President



ATTACHMENT TO ARTICLE 14

OTHER CONDITIONS OR SERVICES

In the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT add to or delete from as follows:

14.1 Add new Subparagraph 1.1.3.1 as follows:

"1.1.3.1 Upon completion of SCHEMATIC DESIGN PHASE, the DESIGN, OUTLINE SPECIFICATIONS, AND PROBABLE CONSTRUCTION COST shall be approved by the OWNER in writing."

14.2 Add new Subparagraph 1.1.5.1 as follows:

"1.1.5.2 Upon completion of DESIGN DEVELOPMENT PHASE, the DESIGN and PROBABLE CONSTRUCTION COST shall be approved by the OWNER in writing."

14.3 Add new Subparagraph 1.1.8.1 as follows:

"Prior to advertising for bids for construction, the Architect shall obtain written approval from the OWNER of the PROJECT DESIGN AND PROBABLE CONSTRUCTION COST."

14.4 Following Subparagraph 1.1.9 add the following:

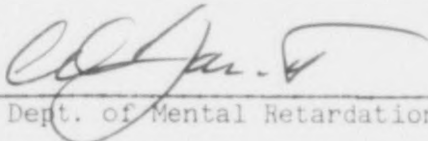
"ADDITIONAL BASIC SERVICES

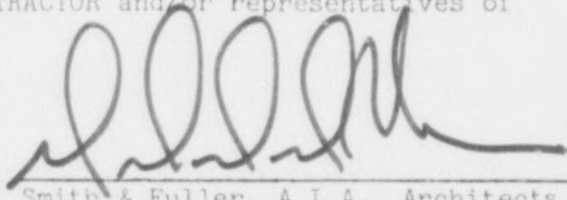
"1.1.9 Review Documents as required by OWNER in Subparagraphs 1.1.5.1 and 1.1.8.1 shall also be submitted to the State Engineer's Office for approval.

"1.1.9.1 Prior to advertising for bids for construction, the Architect shall obtain written approval of the PROJECT DESIGN from the STATE ENGINEER.

"1.1.9.2 Ownership of Documents shall be as described in Article 9.

"1.1.9.2.1 Upon completion of the CONSTRUCTION PHASE, the ARCHITECT shall correct the original drawing to "record drawings" showing all significant changes in the Work made during construction. Such changes to the drawings shall be made in a professional manner, and drawings shall be stamped and signed by the ARCHITECT as said drawings being "record drawings", based on marked-up prints, drawings and other data furnished by the CONTRACTOR and/or representatives of the OWNER and/or ARCHITECT.


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"1.1.9.3 One month prior to the expiration of the one year warranty period as called for in the CONSTRUCTION DOCUMENTS, the ARCHITECT shall inspect the project for any deficiencies that may have developed under the one-year warranty. Upon completion of inspection a written report shall be furnished to the OWNER, the STATE ENGINEER, and the CONTRACTOR, and the ARCHITECT shall assist the OWNER in taking necessary action to see that the deficiencies are corrected."

14.5 In Subparagraph 1.1.12 first line following "The ARCHITECT," delete "as a representative of the OWNER."

14.6 In Subparagraph 1.1.14, fifth line following "---on site" delete "observations" and substitute therefor "inspections".

14.7 Add new Subparagraph 1.1.14.1 and 1.1.14.2 as follows:

"1.1.14.1 Periodic visit by the ARCHITECT may vary with the progress of the work and other conditions, but shall average not less than one visit by the ARCHITECT or his representatives to the project per week during the course of construction. The ARCHITECT shall submit to the OWNER a written report of his periodic visit with his findings and progress of the project.

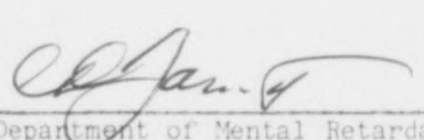
"1.1.14.2 Should the CONTRACTOR fall behind in his construction schedule by more than four weeks, the ARCHITECT shall notify the OWNER in writing.

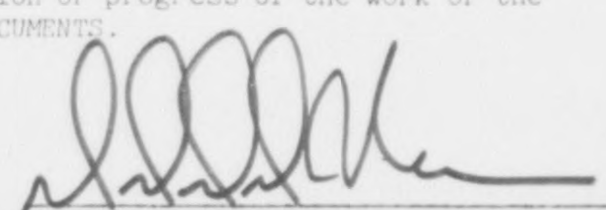
14.8 In Subparagraph 1.1.15, first line following "based on such" delete "observations" and substitute therefor "inspections."

14.8.1 In Subparagrpah 1.1.15, seventh line following "Architects" delete "observations" and substitute therefor "inspections."

14.9 Delete Subparagraph 1.1.16 in its entirety and substitute therefor new Subparagraph 1.1.16 as follows:

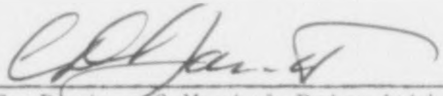
"1.1.16 The ARCHITECT shall be the interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the performance thereunder by both the OWNER and the CONTRACTOR. The ARCHITECT shall render written interpretations necessary for the proper execution or progress of the work within fifteen days on written request of either the OWNER or the CONTRACTOR, unless such interpretation can only be made after testing, in which case an interpretation must be rendered within fifteen days after completion of such test, and shall render written decisions, within fifteen days, on all claims, disputes, and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the work or the interpretation of the CONTRACT DOCUMENTS.


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- 14.10 In Subparagraph 1.1.18, "---Contract Documents" add new sentence"
"Such action shall be taken with reasonable promptness so as not to delay the project.
- 14.11 Under Paragraph 1.3, delete Sub-paragraph 1.3.7 and 1.3.15 in their entirety.
- 14.12 Add new Subparagraph 3.1.3.1 as follows:
"3.1.3.1 Compensation to the Architect shall be as set forth in Paragraph II. When compensation is based on "Percentage of Construction Cost," the establishing of the percentage shall be the amount of the Construction Contract awarded. Once established, the same percentage figure shall apply to any recomputation of fee occasioned by Change Order, and only Change Orders that increase the contract amount shall be used in recomputation. Where a Change Order is required because of a design error, the amount of that Change Order shall not apply toward computation of Architects compensation."
- 14.13 Add new Subparagraph 3.5.0.1 as follows:
"Fixed limit of Construction Cost shall be the Probable Construction Cost as defined in Subparagraph 1.1.8.1"
- 14.14 In Subparagraph 6.1.3 third line following "----days" add the following:
", except by Change Order approved by the Architect, and---".
- 14.15 In Paragraph 6.4, page 7, fourth line following ----then due add".
"(period) and delete remaining of sentence.
- 14.15.1 In Paragraph 6.4, page 7, delete last line in its entirety and substitute therefor the following:
"Compensation may be subject to negotiation at the option of the OWNER."
- 14.16 Delete Paragraph 6.5 in its entirety.
- 14.17 In Paragraph 8.2 in fourth line following Reimbursable Expense add "."
(period) and delete remaining of sentence.
- 14.18 Delete Paragraph 8.3 in its entirety.
- 14.19 In Article 9 - OWNERSHIP OF DOCUMENTS delete in its entirety and add new Article 9 as follows:


S. C. Dept. of Mental Retardation


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"ARTICLE 9"

"OWNERSHIP OF DOCUMENTS"

"9.1 The Owner shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the AGREEMENT, including the right to use same on any other Owner's projects without additional cost to the Owner, and with respect thereto the Architect agrees to and does hereby grant to the Owner a royalty-free license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws.

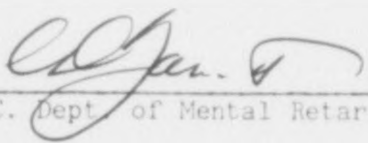
"9.2 In the case of future reuse of the documents the Owner reserves the right to negotiate with the Architect for compensation for the acceptance of any professional liability."

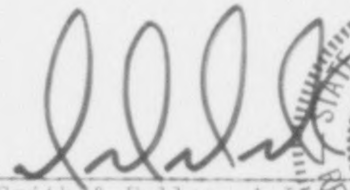
"9.3 In the event the Owner does not exercise the option to negotiate with the Architect for the Architect's acceptance of any professional liability, it is understood that the Architect is no longer liable in the reuse of the documents.

14.20 Delete Article 11 - Arbitration in its entirety.

14.21 Under Article 13 - Governing Laws second line following "----law of", delete remaining of sentence and substitute therefor the following:

"-----South Carolina."


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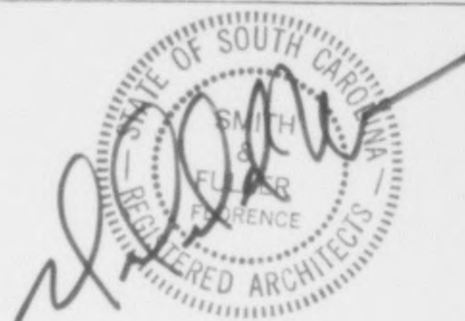




SMITH & FULLER, A.I.A., ARCHITECTS, p.a.

January 23, 1981

ATTACHMENT TO II-A, BASIC SERVICES



PROJECT NAME: Support Facility and Activity Program Facility, Pee Dee Center, Florence, South Carolina

ARCHITECTS : Smith & Fuller, A.I.A., Architects, P.A., Florence, S. C.

It is to be understood that the following Fee Schedule applies to the Professional Architectural Services for the project as listed above. The actual amount and scope of this project have not been determined at this time but it is estimated to be between \$2,200,000 and 2,600,000.

FEE SCHEDULE

\$ 50,000 and below	8.5%	\$ 500,000.....	6.5%
50,000 - 60,000	8.4%	500,000 - 600,000	6.4%
60,000 - 70,000	8.3%	600,000 - 700,000	6.3%
70,000 - 80,000	8.2%	700,000 - 800,000	6.2%
80,000 - 90,000	8.1%	800,000 - 900,000	6.1%
90,000 - 100,000	8.0%	900,000 - 1,000,000	6.0%
\$100,000	8.0%	\$1,000,000.....	6.0%
100,000 - 110,000	7.9%	1,000,000 - 1,100,000	5.95%
110,000 - 120,000	7.8%	1,100,000 - 1,200,000	5.90%
120,000 - 130,000	7.7%	1,200,000 - 1,300,000	5.85%
130,000 - 140,000	7.6%	1,300,000 - 1,400,000	5.80%
140,000 - 150,000	7.5%	1,400,000 - 1,500,000	5.75%
\$150,000.....	7.5%	\$1,500,000	5.75%
150,000 - 180,000	7.4%	1,500,000 - 1,800,000	5.70%
180,000 - 210,000	7.3%	1,800,000 - 2,200,000	5.65%
210,000 - 240,000	7.2%	2,200,000 - 2,600,000	5.60%
240,000 - 270,000	7.1%	2,600,000 - 3,000,000	5.55%
270,000 - 300,000	7.0%		
\$300,000	7.0%	Above \$3,000,000.....	5.50%
300,000 - 340,000	6.9%		
340,000 - 380,000	6.8%		
380,000 - 420,000	6.7%		
420,000 - 460,000	6.6%		
460,000 - 500,000	6.5%		

The Architect's percentage fee of construction shall be in accordance with the above schedule.

SPECIAL NOTE: It is to be understood by both parties that a portion of this project, representing 20%, is for alterations and additions and the architect shall receive 120% of the scheduled fee on the cost of this portion of the project. The cost of this portion of the project will be determined by a deductive alternate.

(Page 2-A)

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SMITH & FULLER, A.I.A., ARCHITECTS, p.a.

January 23, 1981



PROJECT NAME: Support Facility and Activity Program Facility, Pee Dee Center,
Florence, South Carolina

ARCHITECTS : Smith & Fuller, A.I.A., Architects, P. A., Florence, S. C.

ATTACHMENT TO ARTICLE 6, SUBPARAGRAPH 6.1.2

PAYMENT OF FEES

Through A. Schematic Phase -----	30%
B. Design/Construction Document Phase -----	65%
C. Bid Phase -----	70%
D. Construction Phase -----	100%

(Page 6-A)

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EXHIBIT D

EXHIBIT I

SMITH & FULLER, A.I.A., ARCHITECTS, P.A.
FLORENCE, SOUTH CAROLINA

JANUARY 8, 1981

PROJECTS DURING PAST TWO YEARS
INVOLVING STATE FUNDS

<u>YEAR</u>	<u>PROJECT</u>	<u>CONST. COSTS</u>	<u>STATE FUNDS</u>
1978	Theodore Lester Elem. Sch. Florence, South Carolina	\$2,150,000	\$ 500,000
1979	Walterboro High School Walterboro, S. C.	\$7,900,000	\$ 240,000
1979	Alt. & Adds. to Lamar High School, Lamar, S.C.	\$1,200,000	\$ 400,000
1980	Georgetown Vocational Ctr. Georgetown, S. C.	\$2,600,000	\$ 440,000
1980	Alt. & Adds. to Choppee, Pleasant Hill & Winyah Schools, Georgetown, S.C.	\$ 504,000	\$ 75,000
TOTAL STATE FUNDS			\$1,655,000

RECEIVED

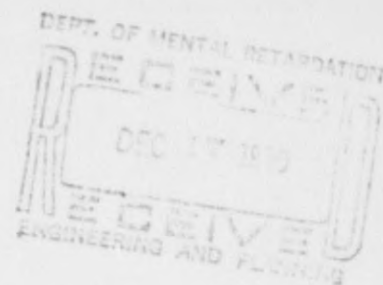
FEB 3 1981

RECEIVED AND
CONTROL BOARD

14654

ATTACHMENT

SMITH & FULLER, A.I.A., ARCHITECTS, P.A.
FLORENCE, SOUTH CAROLINA
DECEMBER 15, 1980



PROJECTS DURING PAST TWO YEARS
INVOLVING STATE FUNDS

<u>YEAR</u>	<u>PROJECT</u>	<u>CONST. COSTS</u>	<u>STATE FUNDS</u>
1978	Theodore Lester Elementary School Florence, South Carolina	\$2,150,000.00	\$ 500,000.00
1979	Walterboro High School Walterboro, South Carolina	\$7,900,000.00	\$ 240,000.00
1979	Alt. & Adds. to Lamar High School	\$1,200,000.00	\$ 400,000.00
Total State Funds Involved In All Projects			\$1,140,000.00

EXHIBIT

FEB 10 1981 NO. 5

STATE BUDGET & CONTROL BOARD

14655

LIST OF SOUTH CAROLINA WORK

PERFORMED BY

McNAIR, GORDON, JOHNSON & KARASIEWICZ

DURING THE PAST TWO YEARS

December 23, 1980

<u>PROJECT</u>	<u>ESTIMATED CONSTRUCTION COST</u>
SC STATE PORTS AUTHORITY SERVICES BUILDINGS WANDO RIVER TERMINAL CHARLESTON, SC	\$3,800,000.00
SC DEPARTMENT OF YOUTH SERVICES IMPROVEMENTS TO ROADS AND PARKING AREAS COLUMBIA, SC	\$ 230,000.00
SC DEPARTMENT OF CORRECTIONS 96 BED WOMEN'S DORMITORY SITING OF PROTOTYPICAL DESIGN COLUMBIA, SC	UNKNOWN, TO BE CONSTRUCTED BY INMATE LABOR.

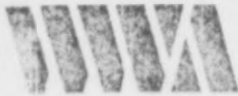


EXHIBIT ONE

(State Work contracted for in the preceding two years)

1. Francis Marion College
Student Housing - Phases I & II
Florence, South Carolina
Total Project completed November, 1980
2. Francis Marion College
Cafeteria Expansion
Florence, South Carolina
Project completed September 1, 1980
3. Coastal Carolina College
Science Building
Conway, South Carolina
Construction commenced January 9, 1981

Carlisle Associates

Incorporated

ARCHITECTS • ENGINEERS

The following is a list of State contracts executed by Carlisle Associates in the past two years:

<u>Project</u>	<u>Construction Cost</u>	<u>A/E Fee</u>	<u>Date Contracted</u>
Crafts-Farrow Hospital Study Mental Health Commission	None	\$87,888.54	Nov. 29, 1978
Coliseum Inspection & Reports University of SC Columbia, SC	None	\$ 1,375.00	May 24, 1979
Orangeburg-Calhoun TEC Orangeburg, SC	\$1,400,000 (est.)	\$78,724.10	Oct. 29, 1979
Rutledge Building* State Budget & Control Board Div. of Gen'l Services	\$ 700,000	\$60,000.00	June 3, 1980

*50% Fee to Consultant

14658

Jimble/Wilund/Horvath.

STATE OF SOUTH CAROLINA PROJECTS

Last 2 years

Project	Year Completed	Estimated Cost
Alterations and Additions Aynor High School Aynor, S. C.	1979 Completed	\$950,000.00
S. C. National Guard Armory Georgetown, S. C.	1981 Under Construction	\$1,000,000.00
Baseball Stadium Coastal Carolina College Conway, S. C.	1981 Under Construction	\$200,000.00
Alterations and Additions Williams-Brice Building Coastal Carolina College Conway, S. C.	1982 Under Design	\$2,000,000.00

14659

S &
W

LIST OF ALL STATE WORK IN PAST TWO YEARS

- 300 Bed Long Term Care Facility (PCC - \$8,100,000)
Columbia, South Carolina
South Carolina Department of Mental Health
Full Architectural and Engineering Services

- 528 Man Security Facility (PCC - \$10,000,000)
Cross Anchor, South Carolina
South Carolina Department of Corrections

(This is a resiting of a prototype design -
architectural portion of project is minor -
engineering to be provided by Buford Goff &
Associates and Leon Campbell & Associates,
both of Columbia.)

- Juvenile Detention Standards Study
Office of Criminal Justice Planning
Columbia, South Carolina

(This study resulted in no construction. The
project was completed in association with Carter-
Goble-Roberts, Columbia. Total architectural fee
was \$5,000.)

- South Carolina National Guard Armory (PCC - \$1,100,000)
Greer, South Carolina
South Carolina National Guard (Columbia, South Carolina)

Enwright Associates

CURRENT STATE CONTRACTS

Work performed for State Agencies during last two years:

<u>AGENCY</u>	<u>PROJECT</u>	<u>CONSTRUCTION COST</u>
South Carolina State Ports Authority	Electrical Engineering Wando Ports Terminal	\$ 1,500,000

14661

STANDARD PRELIMINARY COST ANALYSIS

JAMES BARNES ASSOC.
P.O. DRAWER 790
FLORENCE, S.C. 29503

HENRY TIMROD ELEMENTARY SCHOOL
FLORENCE, S.C.

OCTOBER 19, 1978

11,792 SF

ANALYSIS NO. 1298

DESCRIPTION	LABOR	MATERIAL	TOTAL	SQ FT
FOUNDATIONS	5,594	7,482	13,076	1.11
FLOORS ON GRADE	6,403	14,584	20,987	1.78
SUPERSTRUCTURE	8,926	55,109	64,035	5.43
ROOFING	2,905	6,911	9,816	0.83
EXTERIOR WALLS	13,421	12,234	25,655	2.16
PARTITIONS	12,383	25,154	37,537	3.16
WALL FINISHES	4,099	2,795	6,894	0.59
FLOOR FINISHES	2,869	18,420	21,289	1.81
CEILING FINISHES	2,215	7,865	10,080	0.85
FIXED EQUIPMENT	0	42,834	42,834	3.62
HVAC	27,679	35,390	63,069	5.35
PLUMBING	8,857	20,763	29,620	2.51
ELECTRICAL	32,108	32,243	64,351	5.46
TOTAL	127,459	291,784	409,243	34.70

ABOVE COST IS BASED ON CURRENT WAGES
AND PRICES FOR THE ZIP CODE AREA 29501,
AND INCLUDES MARK-UPS FOR OVERHEAD & PROFIT,
TAXES AND INSURANCE, GENERAL CONDITIONS AND
SALES TAX ON MATERIALS.

ACTUAL BID - \$408,634.00 - \$34.65 COST PER SQ FT.

14662

FLORENCE GENERAL HOSPITAL ADDITION

FLORENCE, SC

SQ. FT.	89,000
COST	\$ 5,035,000
COMPLETED	1980

THIS ADDITION WAS DESIGNED TO ORGANIZE THE OUTDATED FUNCTIONS IN THREE EARLIER ADDITIONS AND, IN THE PROCESS, DEFINE A NEW ENTRY TO THE HOSPITAL DUE TO CONFLICTS CAUSED BY GROWTH AT THE OLD ENTRANCE, THE NEW CONSTRUCTION INCLUDED OPERATING SUITE, DELIVERY SUITE, INTENSIVE CARE UNIT AND 72 PATIENT ROOMS,

14663

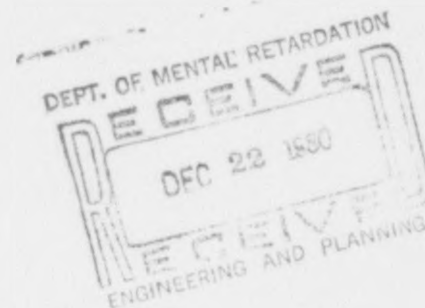
State Funded Projects
Awarded Lockwood Greene
In the Past Two Years

<u>YEAR</u>	<u>CLIENT</u>	<u>Construction Cost (\$)</u>	<u>Lockwood Greene Fee</u>
1979	S.C. Department of Corrections 20-Bed Infirmary Addition	\$1,200,000	70,000
1979	The Citadel Schematic Design & Renovations McAlister Field House	3,500,000	36,500
1979	The Citadel Schematic Design Varsity Athletic Bldg.	3,500,000	34,300
1979	S.C. State Ports Auth. Wando River Container Terminal	16,300,000	316,000
1979	S.C. Division of General Services Central Energy Study	428,000	24,000
1979	Clemson University Study and Design Emergency Lighting Systems	350,000	50,000
1979	S.C. Dept. Mental Health Boiler Plant & Steam Distribution Study & Schematic Design	4,500,000	105,000
1980	Clemson University Comprehensive Master Plan Part I - Pre-Planning and Pre-Design	Not Applicable	120,000
1980	S.C. Dept. Corrections Warehouse & Refrigerated Storage Facility	1,000,000	65,000

December 19, 1980

Charles D. Barnett, Ph.D., Commissioner
South Carolina Department of Mental Retardation
2712 Middleburg Drive
Columbia, South Carolina 29240

RE: Support Facilities and Activity Program Facility
Pee Dee Center



Dear Dr. Barnett:

We are pleased to submit our resume and qualifications for providing architectural services for the Support Facility and Activity Program Facility - Pee Dee Center in Florence, South Carolina

- Design Collaborative is eminently qualified for your proposed project, particularly in terms of the architect and engineer selection criteria. Our firm has been involved with numerous recreational type projects including the Leisure Ministries Center for Shandon United Methodist Church which houses a complete gymnasium with related support facilities. Additionally, we are currently project architects for the South Carolina Department of Parks, Recreation and Tourism for the Recreation Building for Goodale State Park in Kershaw County, South Carolina. We are presently involved in the complete retrofit of a two-story office building for Dr. George E. McLean in Columbia, South Carolina. As noted in our resume, we have interior designers involved with our firm which should prove beneficial to any interior space studies which you may require. We feel that expertise gained from developing similar projects provides the background needed for your project.

Our proposed engineering consultants for this project would be Johnson and King, Structural Engineers; Reed-Shealy and Associates, Mechanical Engineers and Holladay, Coleman, Williams and Associates, Electrical Engineers. These consultants are located in Columbia and would be retained only with your approval.

We will be available for any discussions or interviews that you may wish. Again, please accept our appreciation for this opportunity.

Yours very truly

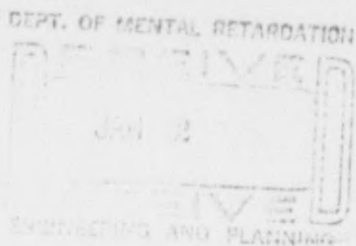
Don E. Golightly
Don E. Golightly, AIA

DEG:cy

14665

Design Collaborative Inc

Architects/Planners
2818 Devine Street
Columbia, South Carolina 29205
Telephone (803) 799-6900



December 31, 1980

Mr. Eruch T. Tata, P.E.
Director of Engineering and Planning
South Carolina Department of Mental Retardation
2712 Middleburg Drive
Post Office Box 4706
Columbia, South Carolina 29240

RE: Support Facilities and Activity Program Facility
Pee Dee Center

Dear Eruch:

Thank you for your questions related to your building program at the Pee Dee Center. We appreciated the opportunity to further present the qualifications of our firm and our consultants. Our proposed engineering consultants, subject to your approval, would be Johnson and King, Structural Engineers; Reed-Shealy and Associates, Mechanical Engineers; and Holladay, Coleman, Williams and Associates, Electrical Engineers.

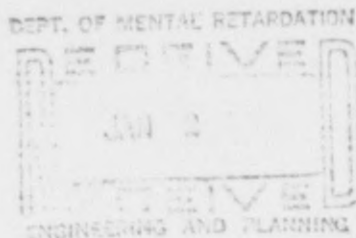
Design Collaborative has not had the opportunity to design an indoor pool for physical therapy; however, all of our consultants have worked on indoor pool facilities. Of particular note is the indoor therapeutic pool for The Commission For The Blind in Columbia, for which the mechanical consultants were Reed-Shealy and Associates. Our consultants have worked with indoor pools such as those at The University of South Carolina and Whitten Village; additionally, several have completed work for the Pee Dee Center campus for The Department of Mental Retardation. You may have the assurance that our firm and our consultants will be able to inspect the project as you may require.

We currently have four projects "on the boards", or beginning construction in our office. Following is a tabulation of each project, percent of completion of contract documents, and the approximate construction cost of each project:

1.	Recreation Building/ Goodale State Park S.C. Dept. of Parks, Recreation and Tourism, Kershaw County, South Carolina	90%	\$120,000	14666
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Design Collaborative Inc

Architects/Planners
2818 Devine Street
Columbia, South Carolina 29205
Telephone (803) 799-6900



Mr. Eruch Tata
December 31, 1980
Page #2

2.	Headquarters and Operations Building South Carolina Wing, Civil Air Patrol Columbia Metropolitan Airport	100%	\$267,000
3.	Elevator Addition Shandon United Methodist Church Columbia, South Carolina	95%	\$ 57,000
4.	Alterations and Additions Wheel Trueing Plant Columbia, South Carolina	30%	\$350,000

With respect to the above projects and our proposed work load, we feel certain that Design Collaborative can meet your schedule for your project.

Please do not hesitate to call if you have any further questions. Again, we appreciate the opportunity to present this information and we hope that we will be able to work with you on this project.

Yours truly,

B. Paul Pushkar, Jr.

B. Paul Pushkar, Jr.

BPP:cy

14667

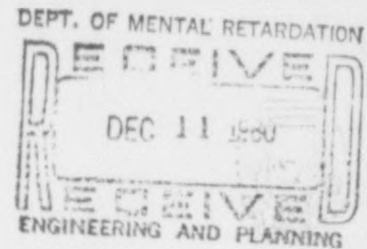
PROJECT EXPERIENCE

ASHLAND UNITED METHODIST CHURCH Lexington County, South Carolina	\$ 350,000.00
ATLANTIC CASUALTY OFFICE BUILDING Columbia, South Carolina	\$ 535,000.00
BEARING DISTRIBUTORS, INC. Columbia, South Carolina	
CAMPUS SWEATER AND SPORTSWEAR/DISTRIBUTION CENTER 3 Chester, South Carolina	\$3,500,000.00
THE CHOPPING BLOCK Columbia, South Carolina	\$ 500,000.00 70,000.00 addition
FIRST PALMETTO STATE BANK (TWO BRANCH OFFICES) Columbia, South Carolina	\$ 110,000.00 each
GMAC/MIC St. Julian Place Middleburg Columbia, South Carolina	\$, 325,000.00
GOULD, INC. (ASSEMBLY AND PLANT OFFICES) Lexington County, South Carolina	\$2,000,000.00
INDEPENDENT INSURANCE AGENTS OF S.C. Columbia, South Carolina	\$, 300,000.00
"IT'S THE LEVI'S PLACE"/LEVI STRAUS & COMPANY 12 Stores in South Carolina, North Carolina, Georgia, Alabama, Tennessee, Kentucky, and Pennsylvania	\$ 125,000.00 each
LA QUINTA MOTOR INN Columbia, South Carolina	\$1,000,000.00
LOURIE S/COLUMBIA MALL Columbia, South Carolina	\$ 250,000.00
McKEOWN RESIDENCE/WILDEWOOD Columbia, South Carolina	
OFFICE BUILDING/DR. GEORGE E. McLEAN Columbia, South Carolina	\$ 570,000.00
EIGHT BED COMMUNITY RESIDENCE/PROTYPE State of South Carolina/Department of Mental Retardation	
NATIONAL GUARD ARMORY Bennettsville, South Carolina	\$ 547,000.00
ADDITION TO PARK STREET BAPTIST CHURCH Columbia, South Carolina	
EG&G POTRON MANUFACTURING PLANT Orangeburg, South Carolina	\$1,000,000.00 Phase I \$ 500,000.00 Phase II
EDUCATIONAL BUILDING, NAZARETH UNITED METHODIST CHURCH Leesville, South Carolina	\$ 75,000.00

PROJECT EXPERIENCE

THE ROUND ROBIN/COLUMBIA MALL Columbia, South Carolina	
LEISURE MINISTRIES CENTER Shandon United Methodist Church Columbia, South Carolina	\$ 600,000.00
SEVEN OAKS MEDICAL CENTER Irmo, South Carolina	\$ 140,000.00
SHARPE'S FORMAL WEAR Columbia, South Carolina Charleston, South Carolina Winston-Salem, North Carolina	
SOUTH CAROLINA WING/CIVIL AIR PATROL South Carolina Aeronautics Commission Columbia Metropolitan Airport	\$ 300,000.00
THE STATION RESTAURANT Columbia, South Carolina	
SUNSET COURT SHOPPING CENTER Lexington County, South Carolina	\$ 850,000.00
THOMPSON BUILDING RENOVATION State of South Carolina/Department of Mental Health Columbia, South Carolina	\$1,600,000.00
RUSH'S HAMBURGERS Columbia, South Carolina	\$ 266,000.00
UNION UNDERWEAR COMPANY, INC. Lexington County, South Carolina	\$1,500,000.00
OFFICE BUILDING/WELDON WAITES & ASSOCIATES Columbia, South Carolina	
WINN DIXIE/SUNSET COURT West Columbia, South Carolina	
THE YACHT COVE/PHASE III Lexington County, South Carolina	\$8,000,000.00
RECREATION BUILDING/GOODALE STATE PARK State of South Carolina/Department of Parks, Recreation & Tourism Kershaw County, South Carolina	\$ 150,000.00
HOBART CORPORATION/ADDITION NO. ONE Richland County, South Carolina	\$ 1,000,000.00
GINGERBREAD HOUSE/DUTCH SQUARE Columbia, South Carolina	\$ 50,000.00
ECKERD DRUGS INC./SUNSET COURT Lexington County, South Carolina	

THOMAS W. SALMONS, III, AIA
ARCHITECTURAL & PLANNING SERVICES



December 10, 1980

Dr. Charles D. Barnett, Commissioner
S. C. Dept. of Mental Retardation
2712 Middleburg Drive
Columbia, South Carolina 29240

Dear Dr. Barnett:

It has come to my attention that the S. C. Department of Mental Retardation is seeking architectural firms interested in providing services for "Support Facility and Activity Program Facility -- Pee Dee Center".

We would be pleased if you would include this firm among those to be considered for architectural services on this project.

In the past eleven years we have provided architectural and planning services in the Columbia area and throughout the State of South Carolina on more than one hundred projects varying from churches, schools and hospitals to banks, office buildings and television stations. We have also done historical and adaptive restorations as well as complete redesign of existing buildings. A partial listing of some of these projects is enclosed.

Until October of 1979 we operated as the partnership of Heyward & Salmons, AIA, at which time we desolved the partnership and I formed the present firm to continue a policy of providing a high level of architectural service on all projects regardless of size or cost.

We have worked on State supported projects in the past and are presently working with the Department of Wildlife and Marine Resources on three county offices with an estimated cost of \$230,000.00. Prior to this we did the South Carolina Records Center for the Department of Archives and History (1976), and a Transmitter Facility for South Carolina ETV in Rock Hill (1977).

I would very much like to work with you and your staff and hope you will consider this office for the above mentioned projects. I am enclosing a copy of a partial listing of past projects to give you an idea of the variety, types and sizes of our projects. Should you required additional information or references, I will be happy to furnish any information you need.

Sincerely,

A handwritten signature in dark ink, appearing to read "T. W. Salmons III". Below the signature, the name "Thomas W. Salmons, III, AIA" is printed in a standard font.

TWS/bs
Enclosure

14670

EXHIBIT

STATE BUDGET AND CONTROL BOARD

MEETING OF February 10, 1980

FEB 10 1981

NO.

BLUE AGENDA

ITEM NUMBER

6

6

STATE BUDGET & CONTROL BOARD

Agency: University of South Carolina

Subject: A&E Selection Approval Request (Small Projects)

Please refer to attachments for details.

Board Action Requested:

Approve selection of Charles N. Robinson to provide the services required in connection with the design of a concrete retaining wall around HVAC equipment which has failed for a fee not to exceed \$4,000.

Staff Comment:

Attachments:

Engineer's form plus attachments

14671

State Budget and Control Board
Finance Division (Engineering)

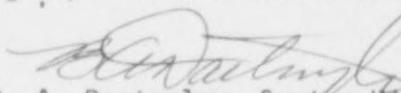
REQUEST FOR APPROVAL OF SELECTION OF ARCHITECTURAL
OR ENGINEERING FIRM UNDER "SMALL" PROJECTS PROCEDURE

1. Agency/Institution: (a) Name University of South Carolina

(b) Request Prepared By James E. Bass, P.E. (Phone 777-3126) Date 1/29/81

2. Certification By Chief Financial Officer:

I hereby certify that the agency/institution named in 1, above, has not paid and, including any payment under the contract described on this form, will not pay in excess of \$12,000 to the firm named in 5, below, for services performed pursuant to the procedure in 1976 Code Sections 10-5-110 through 10-5-140 during any two consecutive fiscal year periods.


B. A. Daetwyler, System Vice President for Finance
Typed Name and Signature of Chief Financial Officer

3. Project Name/Description/State Engineer's Project Number, If Applicable:

Medford Hall Retaining Wall

4. Services To Be Performed:

Existing masonry retaining wall around HVAC equipment has failed. Architect is to design a new concrete retaining wall to replace the existing one.

EXHIBIT

FEB 10 1981

NO. 6

JAN 30 1981

STATE BUDGET & CONTROL BOARD

S. C. BUDGET AND
CONTROL BOARD

5. Firm Selected: (a) Name: Charles N. Robinson

(b) Address: P. O. Box 777, Lancaster, S. C. 29720

6. Contract Terms: (a) Beginning Date: January 21, 1981 Ending Date: N/A

(b) Fee: \$ 10% of construction (May not exceed \$4,000 under Section 10-5-110.)

(c) Fee Payment Schedule: cost January 6, 1981, Estimate \$16,000
\$300 now, balance upon contract award

(d) Source of Funds: State

7. How many firms were contacted regarding this project? 1

8. Attach a copy of notices or advertisements, if any, used in this selection and a copy of the letter agreement or contract as negotiated. N/A

9. Submit three copies of the completed form and attachments to Budget and Control Board.

14672

EXHIBIT

STATE BUDGET AND CONTROL BOARD

MEETING OF February 10, 1980

FEB 10 1981

NO.

BLUE AGENDA

ITEM NUMBER

7

STATE BUDGET & CONTROL BOARD

Agency: (a) Parks, Recreation and Tourism
(b) Governor's Office
(c) Highways and Public Transportation

Subject: Consultant Services Contracts

(a) Parks, Recreation and Tourism

Consultant: Carter - Goble Associates, Columbia, SC

Maximum Amount: \$38,000, 100% State funds

Time Period: 2/11/81 - 6/30/81

Purpose: To inventory and investigate existing trails in South Carolina; determine additional types of trails needed and where they should be built; prepare statewide map showing location of trails and regional maps illustrating existing and proposed trails; prepare planning document to incorporate into State SCORP plan illustrating planned trails development in SC.

(b) Governor's Office, Community & Intergovernmental Affairs

Consultant: Vismor, McGill and Bell, Inc., Columbia, SC

Maximum Amount: \$26,800, 1/3 State, 2/3 federal funds

Time Period: 7/1/80 - 6/30/81

Purpose: To perform a demonstration project consisting of a study of the feasibility of a speculative building program in Jasper County

(b) Highways and Public Transportation

Consultant: Kucera and Associates, Inc., Atlanta, Georgia

Maximum Amount: \$10,020, 90% federal, 10% State funds

Time Period: 1/20/81 plus 60 days

Purpose: To provide vertical ground control surveys and aerial mapping (200 scale - 5 ft contour interval and also reduced copies, 400 scale) of an area in Spartanburg County under consideration for relocation of I-85 south of existing location as a necessary part of an environmental impact statement now in preparation.

Board Action Requested:

Approve

Staff Comment:

Attachments:

Report on Consultants forms plus attachments

14673



William R. Jennings, Director
Division of Planning
(803) 758-2863

February 3, 1981

EXHIBIT
FEB 10 1981 NO. 7
STATE BUDGET & CONTROL BOARD

RECEIVED
FEB 04 1981
S. C. BUDGET AND
CONTROL BOARD

Mr. John A. McPherson, Jr.
Chief Engineer
South Carolina Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

RE: Planning Consultant Selection for
Statewide Comprehensive Trail System Study

Dear Mr. McPherson:

The attached advertisements for design services for the Statewide Comprehensive Trail System Study appeared in the Columbia STATE Newspaper, the GREENVILLE NEWS and the Charleston NEWS AND COURIER on the following dates:

Sunday, October 18, 1980
Sunday, October 25, 1980

On Tuesday, January 13, 1981, a PRT Selection Committee comprised of Carl Hust, Joe Watson, John Ransom, Beth McClure and Bill Craig of the U.S. Forest Service reviewed the presentations by four consulting firms for the Statewide Comprehensive Trails System Study.

After considerable discussion and review of their verbal presentation and an in-depth analysis of submitted qualifications of experience, the committee recommends the following consultants in order of priority:

1. Carter-Goble Associates
2. Wilbur Smith Associates
3. Talbert Cox Associates
4. Arbor Engineering

The following justification applies to our reasoning for making the above recommendations:

Carter-Goble Associates

This firm presented an in-depth approach to the organization of the project. They had given considerable thought to the inventory phases and presented probable end products we would need to consider. Ed Pinckney Associates will be secondary consultants to Carter-Goble Associates with an emphasis on costs, design and natural/historic areas identification. The project management will be carried out through the Carter-Goble Office. This firm has extensive experience in planning, analysis, investigation, projections and citizen participation. They would be available to proceed immediately with the scope of the project.

South Carolina Department of Parks, Recreation & Tourism

Suite 113, Edgar A. Brown Building ■ 1205 Pendleton Street ■ Columbia, South Carolina 29201

14674

EXHIBIT

FEB 10 1981

NO. 7

Mr. John A. McPherson, Jr.
February 3, 1981
Page 2

STATE BUDGET & CONTROL BOARD

Wilbur Smith Associates

This firm had an excellent understanding of the process for employing citizen participation in design and planning and could provide as meaningful and complete product as the first firm. Their emphasis at the presentation was mostly related to previous experience and approaches. Their approach to this project was well documented in their submission of qualifications. All work would be performed in-house, and the firm could proceed immediately with the scope of the project.

Tablert-Cox Associates

This team displayed a good understanding of the project and through secondary consultants, their level of experience would be outstanding. Wickel Associates of Columbia would assist with the citizen involvement/user input phase of the project, and Reynolds, Smith & Hills of Jacksonville, Florida, would handle most of the analysis and recommendations of the study. Talbert-Cox would serve as project director. The selection committee was concerned with the potential coordination problems and possible increased costs with this arrangement.

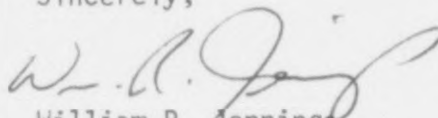
Arbor Engineering

This firm presented itself well and appeared more capable of satisfying future anticipated phases of the project. They had little, if any, experience with a statewide scope of work and was not as explicit on their approach to handling the total project parameters.

The South Carolina PRT Commission at their January 22, 1981, meeting approved the selection of Carter-Goble Associates and recommends that the Budget and Control Board also approve this choice.

Should you have any questions, please give me a call.

Sincerely,


William R. Jennings

WRJ:rpj

Enclosures

cc: Fred P. Brinkman
Robert L. Gunter

14675

EXHIBIT

FEB 10 1981 NO. 7

STATE BUDGET & CONTROL BOARD

CONTRACT

This agreement, entered into this ____ day of February, 1981, by and between the consultant firm of Carter-Goble Associates, Incorporated, hereinafter called the "Consultant," and the South Carolina Department of Parks, Recreation and Tourism, hereinafter called "PRT": WITNESSETH THAT:

WHEREAS, PRT desires to engage the Consultant to render certain technical and professional services as described in the attached Scope of Services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT: PRT hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in connection with the project of PRT.
2. SCOPE OF SERVICES: The Consultant shall do, perform and carry out, in a satisfactory and proper manner, as determined by PRT, services in accordance with the work program herein called "Scope of Services - South Carolina Statewide Comprehensive Trails System Study," and "Project Cost by Work Element," all of which are attached to and made a part of this contract.

14676

EXHIBIT

FEB 10 1981 NO. 7

STATE BUDGET & CONTROL BOARD

3. REPORTS: The report to be performed under this contract shall be prepared on paper stock suitable for reproduction. Upon completion of the required services, all maps, stencils, negatives, plates, computer printouts, data file and other supporting materials prepared as a part of the services become the exclusive property of PRT.
4. DATA TO BE FURNISHED TO CONSULTANT: All project-related information, materials, existing survey data, and reports which are available to PRT, will be furnished to the Consultant in a timely manner.
5. CLOSE COORDINATION: This project necessitates the staff of the Consultant to work closely with the staff of PRT to meet the timetable which PRT established.
6. COST AND DURATION: For the work outlined in the attached Scope of Services, PRT agrees to pay the Consultant for professional services and expenses not to exceed \$38,000.00. The proposed project invoicing schedule is attached. The work will be completed by June 30, 1981.
7. CHANGES: The parties to this contract may, from time to time, require changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which

14677

are mutually agreed upon by and between the parties to this contract, shall be incorporated in written amendments to this contract. Any changes shall be signed by authorized representatives of both parties.

8. GENERAL PROVISIONS: All work done for PRT under the terms of this contract, by the Consultant, will be conducted on a confidential basis and the Consultant will treat information developed hereunder in accordance with the established professional standards of the Consultant's profession.

a. The Consultant will devote its best efforts to the work called for under the terms and conditions of this contract. The Consultant's recommendations and any written material provided by the Consultant will be, to its best judgement, based on the information pertinent to the study required under this contract.

9. STAFF RESPONSIBILITY: PRT will furnish the necessary staff to coordinate the project. The Consultant will furnish Stephen A. Carter, Robert T. Goble, Lowell E. Nordquist, and other staff as their special skills may be needed.

10. TERMINATION OF THE CONTRACT: If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, his obligations under this contract, PRT shall thereupon have the

14678

right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, photographs and reports prepared by the Consultant under the contract shall, at the option of PRT, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials.

IN WITNESS, WHEREOF, PRT, and the Consultant have executed this contract duplicate original as of the date first above written.

CARTER-GOBLE ASSOCIATES, INC.

DEPARTMENT OF PARKS, RECREATION
AND TOURISM

By Stephen A. Carter
Stephen A. Carter, AICP
Principal

By Fred P. Brinkman
Fred P. Brinkman,
Executive Director

14679

PROJECT COST BY WORK ELEMENTS

<u>Task</u>	<u>Total Cost</u>	<u>Starting Date</u>	<u>Completion Date</u>
1.0 Identify Project Review Committee	\$ 200	Feb. 11	Feb. 27
2.0 Define Goals and Objectives	800	Feb. 11	Feb. 27
3.0 Survey Trails Programs in Other States	1,200	Feb. 16	Feb. 27
4.0 Identify Resources in S.C.	2,800	Feb. 16	Mar. 13
5.0 Conduct Trails Inventory	12,200	Mar. 2	Apr. 30
6.0 Develop Demand Estimates	3,000	Mar. 30	Apr. 27
7.0 Analyze Route Location Potentials	6,000	May 1	May 29
8.0 Define Trails Planning and Cost Criteria	2,800	May 1	May 29
9.0 Identify Land Use and Environ. Characteristics	2,000	May 11	May 29
10.0 Identify Locational Preferences	3,000	May 18	June 8
11.0 Develop Prioritization Plan	1,500	May 18	June 15
12.0 Define Implementation Procedures	<u>2,500</u>	May 25	June 30
	\$38,000		

PROJECTED INVOICING SCHEDULE

1st Invoice	Feb. 28, 1981 (Tasks 1, 2 and 3)	\$ 2,200
2nd Invoice	Mar. 31, 1981 (Task 4.0 and 35% of Task 5)	7,070
3rd Invoice	April 30, 1981 (65% of Task 5 and Task 6)	10,930
4th Invoice	May 30, 1981 (Tasks 7, 8 and 9)	10,800
5th Invoice	June 30, 1981 (after completion of Tasks 10, 11, 12 and delivery of final report)	<u>7,000</u>

TOTAL \$38,000

SCOPE OF SERVICES

PRT STATEWIDE COMPREHENSIVE TRAILS SYSTEM STUDY

The following Scope of Services is the first of a two-phased work program. The first phase will identify the need for trails, the current inventory of trails, establish a series of priorities for developing the trails network, and define implementation actions and roles. The second phase will be dedicated to the identification of land assembly requirements, trails design procedures and criteria, and the legislative requirements for a comprehensive trails program. The Scope of Services presented in this document is for the Phase One study.

Task 1 - Identify the Project Review Committee

The consultant will assist the planning staff of PRT with the identification of appropriate groups, organizations, and individuals that should participate in the project review process. The role of the Review Committee will be to provide a user-side perspective of the need for and availability of trails within the State.

The consultant will submit to the planning staff a list of organizations and individuals to be considered for the Review Committee.

14682

Task 2 - Define Goals and Objectives

The consultant will assist the planning staff with the development of a set of project goals and objectives. The identification of these project goals will be achieved through the involvement of federal, State and local agencies; the organizations, groups, and individuals comprising the Project Review Committee; and the consultant. Following a meeting of these groups, the consultant will submit a working paper outlining the agreed-upon project goals and objectives.

Task 3 - Survey Trails Programs in Other States

The consultant will conduct a systematic review of other states which have undertaken comprehensive trails programs within the last five years. The identification of the states to be surveyed will be through the national office of HCRS.

A telephone interview will be conducted with an informed source person in at least ten states that have been involved in trails programs. The telephone interview will identify the methodology used in the study effort, the basic recommendations of the plan, the proposed funding sources, and any legislation resulting from the studies.

Using the results of the telephone interview, the consultant will present the efforts of this research to the planning staff and the Project Review Committee.

14683

Task 4 - Identify Inventory Resources in South Carolina

The consultant will interview each State agency that has a resource base of information concerning the State's natural and manmade resources. Through this contact with State agencies, the consultant anticipates identifying all publicly owned lands, utility easements, and reserved rights-of-way.

In addition to contact with the State agencies that can identify land ownership patterns, the consultant will interview each of the major private land-holders in the State, to include lumber companies, paper companies, utility companies, and other private entities with significantly large land holdings. Through this contact and the interviews with State agencies, the consultant will develop a map of the land ownership patterns on a Statewide basis.

During this task, interviews will be conducted with each of the ten regional planning councils to identify resources available through the planning efforts of these organizations. Since these organizations will be used extensively in the trails inventory task, a thorough research of the prior planning studies of the planning councils will be conducted.

The basic products of this task include the identification of federal, State, and local land ownership patterns on a Statewide basis, as well as the identification of the most significant private land holdings within the State.

Task 5 - Conduct Trails Inventory

The objective of this task will be to identify all existing trails according to the following three basic categories:

- a. hiking, walking, and jogging
- b. cycling (motorized and non-motorized)
- c. equestrian

The consultant will initially review all the information currently available through the Department of Parks, Recreation and Tourism. In addition to this State agency, the consultant will review all data available through other State agencies that may have knowledge of, or be involved in the approval of pedestrian trails systems.

Through contacts with the most significant private land holders identified in Task 4, the consultant will identify private trail systems.

The regional planning councils will also be used as a source of information to identify existing trails systems on a regional basis. Once the contacts have been established with the various federal, State, local, and private organizations concerning existing trails systems, the consultant will map all known trails systems, including metropolitan areas, on a series of regional maps. A larger Statewide map will be used to identify existing trail corridors.

Once this information has been developed in a draft format, the consultant will review the findings with the planning staff and the Project Review Committee.

Task 6 - Develop Demand Estimates

The consultant will evaluate several demand estimation techniques and determine the most appropriate for use in estimating the need for trails on a regional basis. It is anticipated that the approach will involve consideration of at least the following major variables:

- a. the relative attractiveness of major public and private activity generators;
- b. the influence of metropolitan park systems upon the generation of future demand;
- c. the application of nationally accepted standards for the amount of public trails per capita;
- d. the forecasting of future demand based upon the results of the PRT-sponsored public user survey;
- e. other variables, as deemed appropriate during the development of the demand estimation methodology.

The demand estimates will be disaggregated on a regional basis, and also by user groups (e.g. hikers versus cyclists). The consultant will present this data to the planning staff and the Project Review Committee prior to the development of a statement of the quantitative need for trails.

Task 7 - Analyze Route Location Potentials

Based upon the inventory data developed in Task 5 and the future demand estimates developed in Task 6, the consultant will identify, on a regional basis, the areas representing the greatest potential for extending or developing trails systems. This information will identify the possible linkages of major public and private attractions, as well as linking existing trails networks.

The consultant will recommend criteria for evaluating the effect certain trail corridors will have upon generating additional public use. This information will be presented to the planning staff in the form of broad corridors on regional and Statewide maps.

Task 8 - Define Trails Planning and Cost Criteria

As a method for determining the ultimate capital expenditure necessary to achieve the comprehensive trails network, the consultant will develop general design guidelines and specifications for the three types of trails systems that will be investigated. General cost information on a per-mile basis will be presented so that an evaluation can be made of the corridors with the greatest potential, and the concomitant cost for implementation.

Task 9 - Identify Land Use and Environmental Characteristics and Constraints

The consultant will identify all land uses surrounding the proposed trails corridors with the greatest potential for implementation. A land use map will be prepared which will identify any possible conflicts that could result from the implementation of the trails corridor. During this task, the consultant will also identify environmental constraints to the development of a trails system. Guidelines will be proposed for ensuring that the construction of a parks system will not adversely affect the manmade or natural environment.

Task 10 - Identify Locational Preferences

Based upon input from the planning staff and the Project Review Committee, the consultant will identify those corridors having the greatest potential for development. The criteria used in identifying those corridors will include the following variables, among others:

- a. land ownership patterns
- b. land use characteristics
- c. environmental conditions
- d. topographical conditions
- e. land acquisition constraints

During this task, the consultant will use the information developed in Task 8 to develop general cost estimates of the implementation of the preferred locational corridors. While this information will be general in nature, it will provide the planning staff and the Project Review Committee with an estimate of the cost to implement the recommended system on a regional basis.

The consultant will also assist the planning staff with the development of a rating system to prioritize the recommended corridor development program.

Task 11 - Develop Prioritization Plan

With the information gained from Task 10, the consultant will present a phased program for the development of regional and Statewide trails. The prioritization plan will identify the time frame within which the land acquisition, design, and construction phases should occur.

This plan will be reviewed in depth with the planning staff and the Project Review Committee to gain concurrence on the recommendations of the consultant.

Task 12 - Define Implementation Procedures and Roles

The consultant will outline a specific procedure for implementing the recommended trails development system. The implementation program will identify public and private funding sources, and will define specific responsibilities of the various federal, State, local, and private agencies and organizations that will be involved in the implementation of the recommended system.

As a part of this task, the consultant will review the legislative packages of other states concerning comprehensive trails programs and will identify funding mechanisms that have been used successfully in other states.

EXHIBIT

FEB 10 1981 NO. 7

STATE BUDGET & CONTROL BOARD

With the information developed through these tasks, the consultant will present to the Department of Parks, Recreation and Tourism a final report of the Phase One activities. This report will identify the existing trails in the State by region and user groups, determine the demand for trails on a regional or sub-regional basis, define the criteria for locating trail corridors, identify the recommended corridor locations for new or expanded trail systems, define the environmental and land use conditions and characteristics surrounding the proposed corridors, present a priority listing of corridors for implementation, and identify the implementation roles and activities for the achievement of the comprehensive trails system.

14690

EXHIBIT

FIRMS RESPONDING TO PROPOSAL

FEB 10 1981

NO. 7

STATE BUDGET & CONTROL BOARD

1. Carter-Goble Associates
1501 Richland Street
Post Office Box 11287
Columbia, SC 29211
(803) 765-2833
2. Wilbur Smith and Associates
Bankers Trust Tower
Columbia, SC 29202
(803) 771-8844
3. Talbert, Cox & Associates, Inc.
3320 Platt Springs Road
West Columbia, SC 29169
(803) 794-5975
4. Arbor Engineering, Inc.
Box 263
Greenville, SC 29602
(803) 235-3589

14691



☒ The News and Courier

☐ THE EVENING POST

State of South Carolina

County of Charleston



Personally appeared before me

the undersigned advertising Clerk of the
above indicated newspaper(s), published
in the City of Charleston, County and
State aforesaid, who, being duly sworn,
says that the advertisement of

(copy attached)

appeared in the issues of said newspaper(s)

on the following day(s):

OCTOBER 18, 25, 1980

at a cost of \$42.90 Account #71804

Subscribed and sworn to

before me this 27th day

of OCTOBER

A.D. 1980.

L.A. Weeks

Shirley W. Peltier

NOTARY PUBLIC, S.C.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires September 9, 1984

CK
John Ransom
SR.

Chapman
1181-2780
209- Planning & Development

14692

NOTICE TO PLANNING FIRMS
The South Carolina Department of Parks, Recreation and Tourism will receive proposals for the development of a "Statewide Comprehensive System Study for South Carolina" until 5:00 p.m. local time Monday, November 24, 1980. Interested firms must request in writing, a copy of the proposal planning program. Inquiries should be directed to John L. Somers, Project Planner, Division of Planning and Development, South Carolina Department of Parks, Recreation and Tourism, Suite 113, Edgar A. Brown Building, 1205 Pendleton Street, Columbia, South Carolina 29201, later than November 3, 1980. Firms submitting a resume qualifications will be required to include a list of all contracts including construction cost estimates. The firm has executed State work in the past years.
Fred P. Brink
Executive Director
South Carolina Department of Parks, Recreation and Tourism

THE GREENVILLE NEWS-PIEDMONT COMPANY

POST OFFICE BOX 1688

GREENVILLE, SOUTH CAROLINA 29602

AFFIDAVIT

Allen Dedwyler, being duly sworn, says that he is the legal ad-

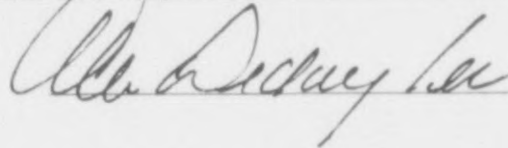
vertising representative of { THE GREENVILLE NEWS
~~GREENVILLE NEWS-PIEDMONT~~

newspaper printed and published in the City of Greenville, in

the State of South Carolina. That the attached advertisement

appearing in 2 1/2 inches in the issue

of October 19, 26, 1980



Sworn to and subscribed before me

this 27th day of October 19 80



Total Due \$

Notary Public for State of S. C.

GNP-81016-R-12/77

Notice to Planning Firms
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Parks, Recreation and Tourism will
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Department of Parks, Recreation
and Tourism, Suite 113, Edgar A.
Brown Building, 1205 Pendleton
Street, Columbia, South Carolina
29201, not later than November 3,
1980.
Firms submitting a resume of
qualifications will be required to in-
clude a list of all contracts, including
construction costs or estimates, the
firm has executed on State work in
the past two years.
Fred P. Brinkman, Executive Di-
rector, South Carolina Department
of Parks, Recreation and Tour-
ism 661545.

EXHIBIT

FEB 10 1981

NO. 7

STATE BUDGET & CONTROL BOARD

14693

THE GREENVILLE NEWS-PIEDMONT COMPANY

PHONE (803) 242-5011 P.O. BOX 1688

GREENVILLE, SO. CAROLINA 29602



MULTIMEDIA

TO John Ransom
Division of Planning and Development
S C Department of Parks, Recreation & Tourism
Suite 113, Edgar A. Brown Building
1205 Pendleton Street
Columbia, South Carolina 29201

10/27/80

DATE

LEGAL ADVERTISING	DATE	AMOUNT DUE
Re: Notice To Planning Firms	October 19, 26, 1980	47.60
<p>OK John Ransom OR bmc Charge to: 11813780 209 Planning & Development</p>		<p>RECEIVED OCT 28 1980 PLANNING & DEVELOPMENT</p>
		47.60 BALANCE

GNP-81030

14694

STATEMENT

Columbia Newspapers, Inc.

Publishers of

The State

SOUTH CAROLINA'S LARGEST MORNING NEWSPAPER

P. O. BOX 150
COLUMBIA, S. C. 29202

The Columbia Record

SOUTH CAROLINA'S LARGEST AFTERNOON NEWSPAPER

- S.C. Dept. of P.R.T.
1205 Pendleton St. Suite 113
- Columbia, S.C. 29201

PAY
LAST
AMOUNT

DESCRIPTION	DATE	SPACE		CHARGES	CODE	CREDITS	TOTAL INCHES FOR MONTH	BALANCE DL
		RATE	INCHES					
						BALANCE FORWARD		
NOTICE TO PLANNING FIRMS STATEWIDE COMPREHENSIVE TRAIL SYSTEM STUDY	00.19.30	9.55	3.00	20.65			3.00	28.65
	00.26.30	9.55	3.00	20.65			6.00	57.30

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Fred P. Brinkman
Executive Director
South Carolina
Department of Parks,
Recreation and Tourism

OK
John Ransom
charge to:
11 813780
209-
Planning
& Development
D.H. Wray

NOTICE TO
PLANNING FIRMS

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Executive Director
South Carolina
Department of Parks,
Recreation and Tourism

OK
John Ransom

charge to:

11 813780
209-Planning
& DevelopmentBAC
O.H. Wray

14695

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Executive Director
South Carolina
Department of Parks,
Recreation and Tourism

COLUMBIA NEWSPAPERS, INC.

Columbia, South Carolina

Publishers of

The State

Mornings and Sunday

AND

The Columbia Record

Evenings except Sunday



OF SOUTH CAROLINA

COUNTY OF RICHLAND

Personally appeared before me Carl M. Regal, Retail Advertising Manager
of THE STATE, and makes oath that the advertisement,

Notice to Planning Firms - Statewide Comprehensive
Trail System Study

a clipping of which is attached hereto, was printed in THE STATE,
a daily newspaper of general circulation published in the City
of Columbia, State and County aforesaid, in the issues of

October 19, 26, 1980

Carl M. Regal

Subscribed and sworn to before me

this 27th day of October 19 80

Emma Lu Sandlin Notary Public

14696

FEB 03 1981

STATE AUDITOR'S OFFICE

REPORT ON CONSULTANTS

Name of State Agency: Governor's Office, Division of Community and Intergovernmental Affairs

Date of Report: 2-2-81 Prepared by: Chalmers VanDeusen

Name of Consultant or Firm: Vismor, McGill & Bell, Inc.

Address of Consultant or Firm: 3501 North Main Street, Columbia, S. C. 29203

Terms of Consultant Contract: 1023-11-C

Beginning Date: July 1, 1980 Ending Date: June 30, 1981

20% 1st month, 30% 2nd month, 30% 3rd month; 20% on completion
Rate of Pay: \$ per ; Maximum under this contract: \$ 26,800

Source of Funds: 8,933 (1/3%); 17,867 (2/3 %); (%)
(State) (Federal) (Other)

Purpose or Goal of Consultant:

Demonstration project, to study the feasibility of a speculative building program in Jasper County, which can be applied to other distressed counties

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes xx No

If yes, How many Bids or Proposals were Received? four (4)

14697

JAN 26 1981



SOUTH CAROLINA

DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P.O. BOX 191

COLUMBIA, S.C. 29202

January 20, 1981

Mr. Walter T. Putnam
State Auditor
P. O. Box 11333
Columbia, South Carolina 29211

Subject: Approval for Kucera and Associates, Inc. of Atlanta,
Georgia and Mentor, Ohio to provide aerial mapping services
for preliminary engineering work on improvements to I-85 -
Spartanburg County

Dear Mr. Putnam:

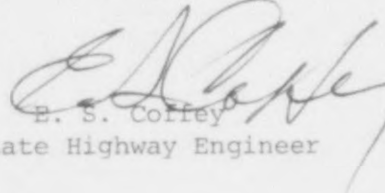
Attached is a "Report on Consultants" form for performing
vertical ground control surveys and aerial mapping services by
Kucera and Associates.

Ground control surveys and mapping services performed in 1978,
by this firm have proven very satisfactory.

Due to the utilization of previously performed work, both for
the Department and the City of Spartanburg, we are certain that this
agreement provides for the needed services at the lowest cost avail-
able; therefore, we request approval of this firm for proposed
services.

Your early approval will be greatly appreciated.

Yours very truly,



E. S. Colley
State Highway Engineer

ATTACHMENTS

14698

STATE AUDITOR'S OFFICE

JAN 26 1981

REPORT ON CONSULTANTS

Name of State Agency: South Carolina Department of Highways & Public Transportation
Date of Report: January 20, 1981 Prepared by: E. S. Coffey, State Highway Engr.
Name of Consultant or Firm: Kucera and Associates, Inc.
Address of Consultant or Firm: 7000 Reynolds Road, Mentor, Ohio 44060
Terms of Consultant Contract:
Beginning Date: January 20, 1981 Ending Date 60 days after beginning
Rate of Pay: \$ lump sum per _____; Maximum under this contract: \$ 10,020.00
Source of Funds: Federal (90 %); State (10 %); _____ (%).
Purpose or Goal of Consultant:

To provide vertical ground control surveys and aerial mapping (200 scale - 5' contour interval and also reduced copies, 400 scale) of an area in Spartanburg County under consideration for relocation of I-85 south of existing location. This relocation alternative is necessary to complete Environmental Impact Statement now being prepared.

EXHIBIT

FEB 10 1981 NO. 7

STATE BUDGET & CONTROL BOARD

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes X (see below) No _____

If yes, How many Bids or Proposals were Received? 3

In the spring of 1978, Kucera and Associates performed vertical ground control surveys and aerial mapping services for the Department along I-85. Kucera and Associates also performed mapping services for the City of Spartanburg over a sizable area of the County in 1979.

In preparing the mapping required under this agreement, Kucera and Associates will utilize photography already flown and horizontal controls already established used in the above mentioned work to the maximum extent possible; thereby eliminating some services that would have to be performed at additional cost by another aerial mapping firm.

Attached are copies of letters from two firms attesting to this fact.

14693



SOUTH CAROLINA

DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P.O. BOX 191
COLUMBIA, S.C. 29202

January 20, 1981

JAN 26 1981

Mr. Walter T. Putnam
State Auditor
P. O. Box 11333
Columbia, South Carolina 29211

Subject: Approval for Kucera and Associates, Inc. of Atlanta,
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Spartanburg County

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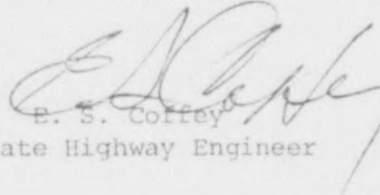
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the Department and the City of Spartanburg, we are certain that this
agreement provides for the needed services at the lowest cost avail-
able; therefore, we request approval of this firm for proposed
services.

Your early approval will be greatly appreciated.

Yours very truly,



E. S. Coffey
State Highway Engineer

ATTACHMENTS

14700

ENGINEERS
ARCHITECTS
PLANNERS
PHOTOGRAMMETRISTS
SURVEYORS

OWEN AYRES & ASSOCIATES INC

209 STONERIDGE DRIVE
COLUMBIA, SOUTH CAROLINA 29210
(803) 252-8885



November 21, 1980

Mr. Bill Dillard
Project Engineer
South Carolina Department
of Highways and
Public Transportation
P. O. Box 191
Columbia, South Carolina 29202

EXHIBIT

FEB 10 1981 NO. 7

STATE BUDGET & CONTROL BOARD

Re: Topographic Mapping Services
Spartanburg I-85 Relocation

Dear Bill:

Following up on our telephone conversation today, we are hereby giving our response to this requirement.

If existing Spartanburg city-owned photo negative coverage and sufficient photo control were made available to us, we could furnish the 1"=200' with 5' contour topographic mapping of the nine sheet project area for the lump sum of \$7,650.00. However, our efforts to learn if these materials and information would indeed be available from either the city or the mapping firm who furnished the original mapping services for the City, were to no avail.

Under these circumstances, we would have to approach this requirement as a separate project. This would necessitate flying new photo coverage and all new ground control work and would result in more than a doubling of the above quotation. Without the use of the existing photography and control, we feel that we cannot be competitive in this instance.

We respectfully submit that the Department's best interests, regarding lowest cost, would seem to be best served by contacting the firm who has control of the aforementioned materials.

We look forward to the opportunity to discuss future projects where our services would be appropriate.

Sincerely yours,

OWEN AYRES & ASSOCIATES INC

Donald G. Baker
Operations Manager

cc:LRE

14701

Lowe Engineers, Inc.

1920 MONROE DR., N. E., ATLANTA, GA. 30324 404 873-6511

November 21, 1980

W. B. Willard, Pre-Construction
S. C. Dept. of Highways
Public Transportation
P. O. Box 191
Columbia, South Carolina 29202

Re: Photogrammetric Mapping,
Spartanburg, South Carolina

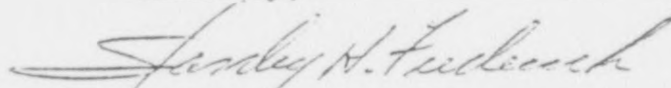
Dear Bill:

Considering the information you furnished me today, via telephone, we feel we could not be cost competitive in providing the mapping services discussed.

As I understand it, you have had some conversation with a competent aerial mapping firm which has photography and horizontal control available and would be interested in performing the mapping required by the D.O.H.

Thank you for considering Lowe Engineers, Inc.

Sincerely,



Stanley H. Frederick
Vice President

SHF/bt

EXHIBIT

FEB 10 1981 NO. 7

STATE BUDGET & CONTROL BOARD

14702

EXHIBIT

STATE BUDGET AND CONTROL BOARD

FEB 10 1981

NO.

BLUE AGENDA

8

MEETING OF February 10, 1980

ITEM NUMBER

8

STATE BUDGET & CONTROL BOARD

Agency: Finance Division (Grants and Contracts)

Subject: (a) Indirect Cost Rate Proposals;
(b) Health and Environmental Request to Expend Donated Funds; and
(c) Package of 32 Projects Dated 2/2/81

(a) Five indirect cost rate proposals are recommended by the Grants and Contracts Subcommittee for referral to the Joint Appropriations Review Committee.

(b) The Grants and Contracts Subcommittee recommends that a Department of Health and Environmental Control request for authorization to expend approximately \$5,000 to be donated to the Governor's Council on Physical Fitness be approved.

(c) A package of 32 projects involving \$11,577,035 of federal funds, \$4,027,469 of State funds and \$91,980 of other funds for a total of \$15,696,484 is recommended for approval by the Grants and Contracts Subcommittee and for referral to the Joint Appropriations Review Committee.

Board Action Requested:

- (a) Approve the five indirect cost rate proposals;
- (b) Authorize the Department of Health and Environmental Control to expend \$5,000 of donated funds; and
- (c) Approve recommendations of Grants and Contracts Subcommittee on package of 32 projects dated 2/2/81 for referral to the Joint Appropriations Review Committee.

Staff Comment:

Attachments:

- (a) Morris February 4 memorandum to Putnam;
- (b) Morris February 3 memorandum to Putnam; and
- (c) Morris February 2 memorandum to Putnam plus attachments

14703

State of South Carolina
State Budget and Control Board

RICHARD W. RILEY, CHAIRMAN
GOVERNOR
GRADY L. PATTERSON, JR.
STATE TREASURER
EARLE E. MORRIS, JR.
COMPTROLLER GENERAL

Box 12444
Columbia
29211

REMBERT C. DENNIS
CHAIRMAN, SENATE FINANCE COMMITTEE
TOM G. MANGUM
CHAIRMAN, WAYS AND MEANS COMMITTEE

WILLIAM T. PUTNAM
EXECUTIVE DIRECTOR

MEMORANDUM

TO: William T. Putnam, Executive Director
Budget and Control Board

FROM: Earle E. Morris, Jr., Comptroller General
Chairman, Grants and Contracts Subcommittee

DATE: February 4, 1981

SUBJECT: Indirect Cost Rate Proposals

Earle E. Morris, Jr.

Approval for referral to the Joint Appropriations Review Committee is recommended for the five indirect cost rate proposals summarized on the attached table. Four of these agencies currently have approved indirect cost rates, and one is applying for its first rate. All of these rates are subject to review by federal officials.

Attachment

14704

SUMMARY OF INDIRECT COST RATE PROPOSALS
FOR SUBMISSION TO FEDERAL AGENCIES

Agency	New Proposal	Revised Proposal	Rate & Base	Federal Approving Agency	Effective Dates	FY 80-81 Revenue Projection	FY 81-82 Revenue Projection	Comments
H51 Medical University of South Carolina		X	39.6% Modified Total Direct Costs (research grants) 9.1% Modified Total Direct Costs (General Clinical Research Center)	Health & Human Services (HHS)	7-1-81 to 6-30-82	\$187,000	\$215,000	Indirect costs in addition to these estimates retained on research grants
H59 Midlands Technical College		X	61.3% Salaries & Wages	HHS	7-1-81 to 6-30-82	\$159,100	\$147,800	Revenue projection for entire Technical and Comprehensive Board
H59 Orangeburg-Calhoun Technical College	X		45.8% Salaries & Wages	HHS	7-1-81 to 6-30-82	-	-	See estimate on Midlands TEC line.
H59 Greenville Technical College		X	45.3% Salaries & Wages	HHS	7-1-81 to 6-30-82	-	-	See estimate on Midlands TEC line.
P12 Forestry Commission		X	10.5% Salaries, Wages, Fringe Benefits 10.3% Salaries, Wages, Fringe Benefits	Dept. of Agricul- ture	7-1-80 to 6-30-81 7-1-79 to 6-30-80	\$ 92,500	\$100,000	

State of South Carolina
State Budget and Control Board

RICHARD W. RILEY, CHAIRMAN
GOVERNOR
GRADY L. PATTERSON, JR.
STATE TREASURER
EARLEE MORRIS, JR.
COMPTROLLER GENERAL

Box 12444
Columbia
29211

REMBERT C. DENNIS
CHAIRMAN, SENATE FINANCE COMMITTEE
TOM G. MANGUM
CHAIRMAN, WAYS AND MEANS COMMITTEE

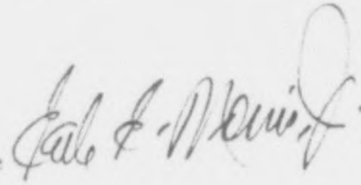
WILLIAM T. PUTNAM
EXECUTIVE DIRECTOR

MEMORANDUM

TO: William T. Putnam, Executive Director
Budget and Control Board

FROM: Earle E. Morris, Jr., Comptroller General
Chairman, Grants and Contracts Subcommittee

DATE: February 3, 1981



The Department of Health and Environmental Control is requesting authorization to expend funds to be donated by businesses in South Carolina to the Governor's Council on Physical Fitness. These funds will be used to cover the costs of activities sponsored by the Council and are estimated to amount to \$5,000. No personnel will be paid out of these funds.

The Grants and Contracts Subcommittee recommends that the expenditure of the funds be approved.

Attachment

14706

EXHIBIT

FEB 10 1981

NO. 8

STATE AUDITOR'S OFFICE
GRANTS AND CONTRACTS REVIEW SUMMARY SHEET

STATE BUDGET & CONTROL BOARD

Name of Agency: Health and Environmental Control
Title of Project: Council for Physical Fitness
Proposed Dates: Beginning: 2-1-81 Ending: 1-31-82
Date of Report: 2-3-81 Prepared by: Elmer C. Whitten, Jr.
Federal Source: Donations from Businesses
Control Number: 1-J04-040 Federal Catalog No. N/A

I. Program

- a. Purpose: To sponsor the activities of the Governor's Council on Physical Fitness Program, such as the Governor's Cup Marathon.
- b. Public Benefit: Improved awareness of physical fitness.
- c. Impact on future State Financing:

II. Financial

- a. Total Amount: \$ 5,000
- b. Amount Federal: \$ 0 % Amount State: \$ 0 %
Amount Other: \$ 5,000 %
- c. Funds Available to Match Program: Yes ☐ No ☐
Amount: \$ N/A
- d. Fringe Benefits Included: Yes ☐ No ☐
Amount: \$ 0
- e. Indirect Cost: \$ 0
- f. Cost Sharing: In Kind: \$ 0 Cash: \$ 0
- g. Amount of earned revenue or income expected other than indirect cost collections:
\$ 0

III. Personnel

- a. Number of new federally funded personnel: Number: 0 Amount: \$ 0
- b. Number of personnel shifted to federal funds as a result of new program or service: Number: 0 Amount: \$ 0
- c. Current number of federally funded positions continuing on this program:
Number: 0 Amount: \$ 0
- d. Number of temporary positions: 0 Amount: \$ 0

Remarks: To be added to JARC and B&C Board Spread Sheets
These funds were not included in the agency's budget.

14707

South Carolina
Department of
Health and
Environmental
Control

BOARD
William M. Wilson, Chairman
J. Lorin Mason, Jr., M.D., Vice-Chairman
I. DeQuincey Newman, Secretary
Leonard W. Douglas, M.D.
George G. Graham, D.D.S.
Michael W. Mims
Barbara P. Nuessle

COMMISSIONER
Robert S. Jackson, M.D.
2600 Bull Street
Columbia, S. C. 29201

February 2, 1981

Mr. George Dorn
State Auditor's Office
Columbia, South Carolina

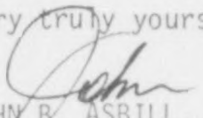
Dear George:

As discussed in our telephone conversation, we are requesting your approval to establish a special fund account with the Comptroller General's Office for the Governor's Council on Physical Fitness Program. The account will be entitled "Council for Physical Fitness."

Our staff attorney, Mr. Walton McLeod, has determined that DHEC has the legal authority to accept donations. We estimate donations in the amount of \$5,000 from businesses within South Carolina will be received annually for this program. These donations will be deposited into the special fund account according to the Comptroller General's guidelines. It is our desire that any balance as of June 30, 1981 in this account will be allowed to carryforward into the next fiscal year.

Your assistance in helping us to establish this account will be greatly appreciated.

Very truly yours,


JOHN B. ASBILL, Chief
Bureau of Finance

JBA/dr

cc: Mr. Seigler
Mr. Lee
Mr. Testor
Mr. Looney

RECEIVED
FEB 02 1981
STATE AUDITOR'S OFFICE
BUDGET DIVISION

14708

State of South Carolina
State Budget and Control Board

RICHARD W. RILEY, CHAIRMAN
GOVERNOR
GRADY L. PATTERSON, JR.
STATE TREASURER
EARLE E. MORRIS, JR.
COMPTROLLER GENERAL

Box 12444
Columbia
29211

REMBERT C. DENNIS
CHAIRMAN, SENATE FINANCE COMMITTEE
TOM G. MANGUM
CHAIRMAN, WAYS AND MEANS COMMITTEE

WILLIAM T. PUTNAM
EXECUTIVE DIRECTOR

MEMORANDUM

TO: William T. Putnam, Executive Director
Budget and Control Board

FROM: Earle E. Morris, Jr., Comptroller General
Chairman, Grants and Contracts Subcommittee *Earle E. Morris, Jr.*

DATE: February 2, 1981

The attached summary is provided in compliance with Section 5, Act 651 of 1978 (Joint Resolution), to the Budget and Control Board for their necessary action.

When the Legislature is in session, the Budget and Control Board shall furnish their recommendations to the Joint Appropriations Review Committee, which shall furnish to the Board within 14 days a statement of concurrence or nonconcurrence as to the Board's recommendations. If the Committee fails to act within the allotted time, the action of the Budget and Control Board shall be deemed to be approved.

There are 32 projects from 22 state agencies who are requesting the following amounts from federal, state, and other sources:

Federal Funds	\$11,577,035
State Matching	4,027,469
Other Matching	<u>91,980</u>
Total	\$15,696,484

(These total funds include \$8,442,692 in 14 subcontracts between state agencies.)

The total number of personnel to be hired or retained on these programs is as follows (new personnel not to exceed authorized ceiling):

New Personnel	Continuing Personnel
Full-Time - 31.5	Full-Time - 411.59
Temporary - 56.7	Temporary - <u>0</u>
88.2	411.59

The Grants and Contracts Subcommittee recommendations for these programs are reflected in Column 10 of the attached summary.

Attachment

14709

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation BLC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
1 B & C Board, Finance Division	0-F04-006 Amendment	72,316	1-1-81 12-31-81	72,316 100%	0	0	0	0	Subcontract, Governor's CETA Office - 17.232 This contract was approved on January 13, 1981, by Budget & Control Board and Joint Appropriations Review Committee for \$283,480; and the amount awarded for FY 1981 is \$355,796. This is a request to increase the amount of this contract by \$72,316. No additional personnel are to be added.	Approval	
2 B & C Board, General Services	1-F12-003	13,000	10-21-80 5-31-81	13,000 100%	0	0	.5T	0	Subcontract, Coastal Plains Regional Commission-28.001 A contract to develop a computer program and a data base concerning minority organizations doing busi- ness with the State of S.C. Program will indicate total value of minority bidders/ vendors, number of bids, number awarded. Program will provide workshop to minority businesses doing business with the State.	Conditional Approval	Provided temporary personnel are not hired for longer than six months.

DATE: February 2, 1981

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

14

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel New	Cont.	Federal Agency/CFDA/Program Purpose	GCR Unit Recommendation BLC Board/ GCR Subcommittee Recommendation	Remarks
3 Francis Marion College	1-H18-009	450,972	7-1-81 6-30-82	415,972 92%	35,000IK 8%	0	14.21	7.29	U.S. Dept. of Education - 84.031 A program to advance the basic learning skills of the College and to strengthen the continuing education efforts. Program will also promote the advancement of faculty development.	Conditional Approval	Provided temporary positions are not employed for longer than six months. Program was not included in FY 1981-82 budget request.
4 Lander College	1-H21-007	488,380	7-1-81 6-30-82	390,347 80%	98,033IK 20%	0	7 4T	8	U.S. Dept. of Education - 84.031 To continue support for the career counseling and placement office, develop a minority counselor program, employ a coordinator for the evening continuing education program, and expand college management information system.	Conditional Approval	Provided new personnel are within authorized ceiling of agency and temporary personnel are employed for six months or less. Agency received \$166,114 for FY 1980-81.

14711

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

DATE: February 2, 1981

14

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation BLC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
5 S.C. State College	1-H24-015	136,273	4-1-81 3-31-82	136,273 100%	0	0	3	0	Community Services Admini- tion - 49.002 A program designed to revitalize the bond between the College and the rural community, provide S.C. State College rural interns with experience in the rural community, and to assist the local community action agency in serving the rural population. Program will concentrate on elderly and handicapped citizens. 40 students will be used as interns in the program.	Conditional Approval	Provided new employees are within the autho- rized ceiling for the agency. Program was not included in 1981-82 budget request
6 USC	1-H27-062	161,211	7-1-81 6-30-82	117,572 73%	43,639IK 27%	0	0	4	U.S. Dept. of Education - 84.042B A program to increase the retention and graduate rate of students by providing developmental, remedial, and other special counsel- ing services to students who have deprived economic, educational, and cultural backgrounds.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

14713

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation BSC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
7 Winthrop College	1-H47-015	27,398	7-1-81 6-30-82	19,550 71%	7,848K 29%	0	1T	0	U.S. Dept. of Energy - 81.007 A program to conduct a two-week summer training course for 25 secondary teachers in South Carolina in energy management from the consumer viewpoint. Program will provide background for instruction to high school students on the interaction of economic, governmental, environmental, and technological impact of energy conservation.	Conditional Approval	Provided temporary position is not established for longer than six months. Program was not included in 1981-82 budget. Matching funds are percent of time and effort of four professionals.
8 Winthrop College	1-H47-016	422,516	7-1-81 7-31-83	422,516 100%	0	0	2.5	0	U.S. Dept. of Education - 84.031 A 25-month program for strengthening a developing institution's secondary teacher education program. The funds will be used to re-design the teacher education curriculum and provide more field experience for student teachers at several class levels.	Conditional Approval	Provided new personnel hired on this program are within authorized ceiling for FY 1981-82. Program was not included in 1981-82 budget request.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

DATE: February 2, 1981

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ (FDA/ Program Purpose	GCR Unit Recommendation BLC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
9 MUSC	1-H51-026	115,731	7-1-81 6-30-82	93,185 81%	22,546IK 19%	0	0	.3	National Institute of Health - 13.226 To continue for the fifth year a post-doctoral training program in clinical pharmacology. Program will support four post-doctoral candidates in project related to drug control of diseases.	Approval	
10 Beaufort TEC	1-H59-047	213,666	7-1-81 6-30-82	157,883 74%	55,783 26% 25,055IK 30.728C	0	6	0	U.S. Dept. of Education - 84.031 To assist Beaufort TEC in planning, management and evaluation, faculty and staff development, and student retention.	Conditional Approval	Provided new personnel are within authorized ceiling.
11 Spartanburg TEC	1-H59-048	38,679	7-1-81 6-30-82	19,339 50%	19,340C 50%	0	0	0	Appalachian Regional Commission - 23.012 To purchase basic equipment to teach the repair and servicing of the micro-processor, adding this to the curriculum as upgrading seminars/workshops.	Approval	

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14714

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

14715

DATE: February 2, 1981

14

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation BSC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
12 Aiken TEC	1-H59-049	92,315	7-1-81 6-30-82	92,315 100%	0	0	5	0	U.S. Dept. of Education - 84.031 To assist Aiken TEC in the strengthening of their academic, administrative, and student services.	Conditional Approval	Provided new personnel are within authorized ceiling.
13 Orangeburg-Calhoun TEC	1-H59-050	395,661	7-1-81 6-30-82	323,881 82%	0	71,780 18%	8 4T	8	U.S. Dept. of Education - 84.031 To assist Orangeburg-Calhoun TEC in the strengthening of their academic, administrative, and student services.	Conditional Approval	Provided new personnel are within authorized ceiling and temporary personnel are hired for six months or less.
14 ETV Commission	1-H67-020	100,000	7-1-81 12-31-81	75,000 75%	5,000C 5%	20,000 20%	0	0	Dept. of Commerce-11.550 To provide funds to purchase 1600 special sub-carrier radio receivers for distribution to eligible, print handicapped persons. Receivers are used to obtain available programming for six radio stations serving the blind in S.C. There are currently 1200 special receivers in use to date and the acquisition of 1600 more will provide only 7 percent coverage of the 42,400 persons who are eligible for this assistance.	Approval	Matching funds are: Commission for the Blind, \$5,000; Elliot Springs Foundation, \$5,000; S.C. ETV Endowment, \$15,000.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

February 2, 1981

147

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel New	Cont.	Federal Agency/CFDA/Program Purpose	GCR Unit Recommendation BLC Board/ GCR Subcommittee Recommendation	Remarks
15 ETV Commission	1-H67-021	200	5-1-81 4-30-81	0	0	200 100%	0	0	Gulf Oil Foundation - N/A To provide a matching gift from the Gulf Oil Foundation for assistance to the Beaufort Television Station for programming activities. A retired Gulf Oil employee provides \$100 and Gulf Oil Foundation has a 2-to-1 matching gift program to support employee gifts.	Approval	
16 School for the Deaf & Blind	1-H75-006	52,018	7-1-81 6-30-82	52,018 100%	0	0	0	4	U.S. Dept. of Education through S.C. Dept. of Education - 13.445 To teach deaf and blind students self-help skills, prevocational skills, and mobility and gross motor skills.	Approval	
17 Archives & History	1-H79-001 Amendment	82,919	10-1-80 9-30-81	72,919 88%	10,000C 12%	0	0	0	U.S. Dept. of Interior, HCRS - 15.411 To increase the annual program award for survey and planning. The original submission (July 28, 1980) was an estimate due to the fact that the Dept. of Interior's appropriations had not passed the Congress. This reflects the additional award.	Approval	

14716

EXHIBIT
 FEB 10 1981 NO. 8
 STATE BUDGET & CONTROL BOARD

DATE: February 2, 1981

SUMMARY
 FEDERAL GRANTS AND CONTRACTS REQUESTS

EXHIBIT
FEB 10 1981
STATE BUDGET & CONTROL BOARD

DATE: February 2, 1981											
State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation BLC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
18 DHEC	0-J04-023 Amendment	28,877	4-1-81 6-30-81	28,877 100%	0	0	0	16	HHS - 13.266 To provide for detection and treatment of lead poisoning including lead hazard abatement and health education for children under 6 years of age.	Approval	This amendment provides for an increase in funds and duration to allow the project to be on the state fiscal year and improve administrative efficiency.
19 DHEC, Appalachia III Health District	1-J04-036	165,855	12-1-80 9-30-81	117,707 71%	48,148C 29%	0	0	0	HHS through DSS-13.714 To provide personal care services to patients referred under the Community Long Term Care Project	Approval	
20 DHEC	1-J04-038	7,538	12-1-80 6-30-81	5,350 71%	2,188C 29%	0	0	0	HHS through DSS - 13.714 To provide expanded home health services that will assist the individual and family in overcoming emotional barriers to rehabilitation and coping with stresses of long-term illness. This project is part of the Community Long-Term Care Demonstration Project.	Approval	

147

14717

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

UNIT: February 2, 1981

147

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		BLC Board/ GCR Subcommittee Recommendation	
21 Mental Health	1-J12-011	10,634,720	7-1-80 6-30-81	7,547,461 71%	3,087,259C 29%	0	0	290	HHS through DSS - 13.714 To provide appropriate mental health care to Medicaid-eligible clients.	Approval	DMH states that the return of indirect costs of \$488,321 will have a detrimental effect on the program. DMH is planning to request funds to cover the indirect cost recovery to avoid program reductions.
22 Mental Health	1-J12-012	696,703	7-1-80 6-30-81	444,702 64%	252,001C 36%	0	0	39	U.S. Dept. of Education through Vocational Rehabilitation - 84.126 To provide vocational rehabilitation services to the clients in mental health facilities for whom responsibility is shared by Mental Health and Vocational Rehabilitation.	Approval	DMH states that the return of indirect costs of \$23,480 will have a detrimental effect on this program. DMH is planning to request funds to cover the indirect cost recovery to avoid program reductions.

14718

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation B&C Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
23 Mental Health	1-J12-013	450,000	7-1-80 6-30-81	450,000 100%	0	0	0	20	Veterans Administration - 64.015 To provide intermediate nursing care to eligible South Carolina veterans.	Approval	DMI states that the return of indirect costs of \$22,500 will have a detrimen- tal effect on this program. DMI is planning to request funds to cover the indirect cost recovery to avoid program reductions.
24 Mental Health	1-J12-018	5,000	10-1-80 9-30-81	5,000 100%	0	0	0	0	Dept. of Education through State Library - 84.034 To purchase library re- sources to adequately meet the needs of the patients.	Approval	
25 John de la Howe School	1-L12-003	987	10-1-80 9-30-81	987 100%	0	0	0	0	Dept. of Education through State Library - 84.034 To purchase library re- sources to adequately meet the needs of clients at this school.	Approval	

14719

DATE: February 2, 1981

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: February 2, 1981

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation BAC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
26 Youth Services	1-N12-012	138,440	7-1-81 6-30-82	77,622 56%	60,818C 44%	0	0	5	U.S. Dept. of Education through State Dept. of Education - 84.051 To provide vocational education that will enable the children in institutions to obtain sufficient skills to trial employment in the job market.	Approval	
27 Juvenile Placement & Aftercare	1-N16-010	571	2-27-81 3-15-81	514 90%	57C 10%	0	0	0	LEAA through Division of Public Safety - 16.530 To provide a consultant for technical assistance on the components of a program to recruit volunteer foster parents that will provide for emergency placement for juveniles.	Approval	This project was not included in 1980-81 budget.
28 Water Resources	1-P04-004	537,829	2-1-81 1-30-82	267,338 50%	270,491IK 50%	0	0	10	U.S. Water Resources Council - 65.001 To support the State Water Planning Program through facilitating coordination among state, federal, and local agencies, through plan development for water management and through water policy formulation.	Approval	

147

14720

DATE: February 2, 1981

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation BLC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
29 Land Resources	1-P08-007	50,000	12-1-80 11-30-81	50,000 100%	0	0	0	0	OEPP, Division of Energy Resources - Pending To demonstrate to the farmers of S.C. the reduction in fuel consumption and the increase in production through minimum tillage, disseminating the results to promote minimum tillage.	Approval	
30 Parks, Recreation & Tourism	1-P28-004	46,590	6-10-81 9-9-81	37,272 80%	9,318IK 20%	0	33T	0	U.S. Forest Service through Wildlife & Marine Resources 10.661 To employ 33 youths (ages 15-18) during summer months, five days a week, at minimum wage, to carry out conservation and recreation projects at three state parks.	Conditional Approval	Provided temporary employees are hired for six months or 1

14721

DATE: February 2, 1981

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation BSC Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
31 Development Board	1-P32-004	18,743	11-10-80 9-9-81	18,743 100%	0	0	0	0	OEPP, CETA - 17.232 To define economic and development goals, to develop strategies and work plans to achieve specific objectives, to identify the affected counties' particular strengths, to identify barriers and other restraints, to establish a communications network and to monitor economic development in Lee, Williamsburg, Clarendon, Jasper, and McCormick Counties.	Approval	Through an agreement with the Dept. of Health & Human Services through the Inter-governmental Personnel Act, a staff member will be assigned to S.C. Development Board. This project provides 51 percent of the staff member's salary for the period he is assigned to S.C. HHS will invoice the state quarterly for their share of the salary.
32 Highways & Public Transportation	1-U12-022	51,376	10-1-80 9-30-81	51,376 100%	0	0	0	0	Federal Highway Administration - 20.205 To appropriately mark the highways of the state.	Approval	

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EXHIBIT

STATE BUDGET AND CONTROL BOARD

FEB 10 1981

NO.

BLUE AGENDA

9

MEETING OF February 10, 1981

ITEM NUMBER

9

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Easement in Charleston County to Storer Cable

The Division of General Services recommends approval of an easement in Charleston County to Storer Cable of Carolina, Inc. to construct and maintain a submarine cable for the purpose of carrying RF television frequencies.

Board Action Requested:

Staff Comment:

Attachments: Easement

14723

EXHIBIT

FEB 10 1981 NO. 9

STATE BUDGET & CONTROL BOARD

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) EASEMENT

THIS EASEMENT, made and entered into this _____ day
of _____, 19____, by and between the South Carolina
State Budget and Control Board, as Grantor (hereinafter "STATE"), and
Storer Cable of Carolina, Inc., as Grantee (hereinafter "STORER").

WITNESSETH

WHEREAS, STORER, a South Carolina corporation, having its
principal office and place of business in North Charleston, South
Carolina, is organized for the purpose of providing Cable Communications
within the State of South Carolina; and,

WHEREAS, STORER proposes to construct and maintain a submarine
cable for the purpose of carrying RF Television frequencies, as shown
on the Profile Sheet designated as Exhibit A and attached hereto and made
a part of the description by reference; and,

WHEREAS, the STATE is the prima facie owner, in trust, of the
beds of navigable streams in the State as well as marshlands lying below
the mean high water line; and,

WHEREAS, pursuant to Section 1-11-80 of the Code of Laws of
South Carolina, 1976, the STATE is empowered to grant certain right-of-way
or easements through and over riverbeds and marshlands for construction
and maintenance of power lines over, on, or under such land or marshland
as are owned by the State; and,

WHEREAS, STORER is desirous of obtaining the hereinafter
described easement through and over riverbeds and marshlands across
the Intracoastal Waterway adjacent to the S.C. Highway #703 bridge
crossing the AIWW, near Sullivans Island, Charleston County, South
Carolina, and the STATE considers the granting of such an easement to
be in the public interest.

NOW, THEREFORE, the STATE as grantor, in consideration of the
sum of One (\$1.00) Dollar and other valuable consideration, receipt of
which is hereby acknowledged, does hereby grant, remise, and release

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unto STORER, its successors and assigns, a right-of-way easement, in, to, upon and over the below described portion of riverbed and marshland; such riverbed and marshland situate in Charleston County and lying below the mean high water line.

This easement of right-of-way shall be used solely for the construction, operation and maintenance of a submarine cable for the purpose of carrying RF Television frequencies. Said easement crossing under the Intracoastal Waterway near the Ben M. Sawyer Memorial Bridge (Highway #703 in Charleston County), being 400 feet in length, more or less, 10 feet in width, and 36 inches below existing ground level. Said easement is in the approximate center of the coastal waterway and commences where the easement leaves the bridge right-of-way at approximate 45° angles and extends approximately 400 feet N 19° 55' W as shown on Profile Sheet designated as Exhibit A and attached hereto and made a part of this description by reference.

STORER hereby agrees and covenants with the STATE that STORER, its successors and assigns shall not block or obstruct navigable waters or cause unreasonable adverse impact on fish, wildlife, or water quality in its use of the easement area. STORER shall use the easement area solely for the purposes incidental with the construction, operation and maintenance of a submarine cable and shall maintain such easement area in good condition. STORER further agrees and covenants that STORER shall indemnify and hold harmless the STATE from and against any and all liabilities, claims, causes of action and expenses, including but not limited to, reasonable costs and attorney fees, resulting in personal injury or death to any person or persons or damage to any property at any time that arises from or is incident to the construction, operation and maintenance or use of the easement granted herein.

In the event of major maintenance, after construction, affecting the bed of the waterway the South Carolina Coastal Council and the State of South Carolina Water Resources Commission will be notified in writing prior thereto.

This easement may be terminated by the STATE, in its discretion and such interests as the STATE may have shall revert to the STATE, if STORER, its successors and assigns: (1) quits and abandons all use of such submarine cable, in which case this easement of right-of-way shall terminate thirty (30) days after the date of such abandonment; or (2) continues an uncorrected violation or breach, provided further, it is understood and agreed that this easement is not to be construed

as an easement granted to the exclusion of the STATE, or to others later granted a similar right.

IN WITNESS WHEREOF, this instrument is being executed in accordance with the action of the South Carolina Budget and Control Board at its meeting held on the 10th day of February, 1981.

WITNESSES:

STATE OF SOUTH CAROLINA

Donna K. Williams
William A. McJannet

BY: Richard W. Riley
Governor Richard W. Riley

STORER CABLE OF CAROLINA, INC.

Evelyn D. Thomas
[Signature]

BY: Sheila Robertson
Sheila Robertson
Systems Project Coordinator

ATTORNEY GENERAL OF SOUTH CAROLINA

APPROVED BY:

Dan R. [Signature]

EXHIBIT

FEB 10 1981 NO. 9

STATE BUDGET & CONTROL BOARD

EXHIBIT

FEB 10 1981

NO. 9

STATE BUDGET & CONTROL BOARD

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me Donna K. Williams
and made oath that he/she saw the within named South Carolina State
Budget and Control Board by Governor Richard W. Riley, sign, seal, and
as their act and deed deliver the within written Easement and that he/she
along with William A. McInnis witnessed the execution
thereof.

Donna K. WilliamsSWORN TO BEFORE ME THIS 10thday of February, 1981.David P. Whelan (L.S.)
Notary Public for South CarolinaMy Commission Expires: 9-16-84STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

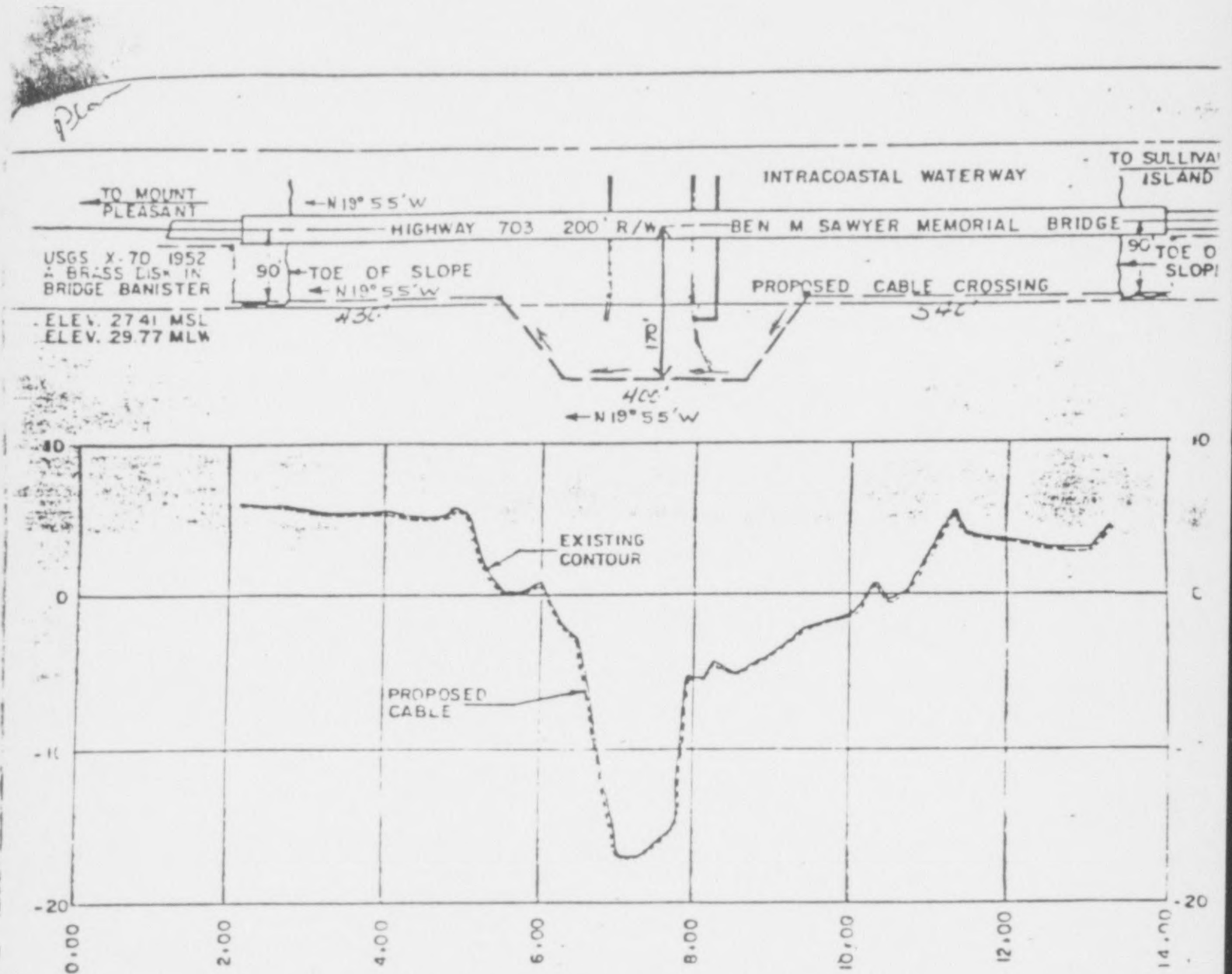
PERSONALLY appeared before me Evelyn Thomas
and made oath that ~~he~~/she saw the within named Storer Cable of Carolina,
Inc., by Sheila Robertson, Systems Project Coordinator, sign, seal, and
as their act and deed deliver the within written Easement and that ~~he~~/she
along with Robert C. Moss witnessed the execution thereof.

Evelyn D. ThomasSWORN TO BEFORE ME THIS 8thday of January, 1981.Patricia Kleese (L.S.)
Notary Public for South CarolinaMy Commission Expires: 12/20/84

EXHIBIT

FEB 10 1981 NO. 9

STATE BUDGET & CONTROL BOARD



PROFILE

PROPOSED CABLE TO BE
BURIED 36" BELOW
EXISTING GROUND

SCALE:
HORIZ 1" = 200'
VERT 1" = 10'

PROPOSED CABLE CROSSING
UNDER INTRACOASTAL
WATERWAY MOUNT PLEASANT,
SOUTH CAROLINA

PROFILE ELEVATIONS
BASED ON M.L.W

APPLICANT: STORER CABLE COMMUNICATIONS

SHEET 2 OF 2

EXHIBIT A

4081

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EXHIBIT

STATE BUDGET AND CONTROL BOARD

BLUE AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO. 10

ITEM NUMBER

10

STATE BUDGET & CONTROL BOARD

Agency: Department of Corrections

Subject: Capital Improvement Program Report for January 1981

Please refer to attachment for details.

Board Action Requested:

Receive as information.

Staff Comment:

Attachments:

Reference report

14729

EXHIBIT

FEB 10 1981

NO. 10

DIVISION OF CONSTRUCTION

STATE BUDGET & CONTROL BOARD

NELSON W. MEEK, P. E., DIRECTOR, DIVISION OF CONSTRUCTION

JANUARY, 1981

I. DIVISION MISSION: To provide necessary coordination and supervision required for the implementation and execution of the Comprehensive Ten-Year Growth and Capital Improvement Plan.

II. PROJECTS

A. Perry Correctional Institution - Work in place approximately ninety percent (90%) complete, with stored materials approximately ninety-five percent (95%) complete.

General Contractor - Robert H. Pinnix Associates

- (1) Building "A" - Ninety-five percent (95%) complete. Controls ninety percent (90%) complete. Conductors ninety-five percent (95%) complete. Light fixtures ninety-eight percent (98%) complete. Intercom system ninety percent (90%) complete. Fire alarm system ninety percent (90%) complete. Speciality items one hundred percent (100%) complete.
- (2) Building "B" - Ninety percent (90%) complete. Windows one hundred percent (100%) complete. Interior masonry one hundred percent (100%) complete. Toilet partitions ninety-eight percent (98%) complete. Glazing ninety-eight percent (98%) complete. Cabinets fifty-five percent (55%) complete. Sally port steel one hundred percent (100%) complete. Controls ninety-five percent (95%) complete. Light fixtures ninety-eight percent (98%) complete. Intercom system twenty percent (20%) complete. Fire alarm system twenty-five percent (25%) complete. Tile fifteen percent (15%) complete.
- (3) Building "C" - Ninety-five percent (95%) complete. Controls ninety-five percent (95%) complete. Electronic security ninety percent (90%) complete.
- (4) Building "D" - Ninety-five percent (95%) complete. Toilet partitions ninety-eight percent (98%) complete. Ceilings sixty-five percent (65%) complete. Controls ninety-five percent (95%) complete.
- (5) Building "E" - Eighty-five percent (85%) complete. Intercom ninety-five percent (95%) complete. Fire alarm system ninety-five percent (95%) complete.
- (6) Building "F" - Ninety-two percent (92%) complete. Plumbing fixtures ninety-eight percent (98%) complete. Intercom and fire alarm systems ninety-five percent (95%) complete.

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EXHIBIT

FEB 10 1981

NO. 10

DIVISION OF CONSTRUCTION

Nelson W. Meek, P. E., Director, January, 1981

Page II

STATE BUDGET & CONTROL BOARD

- (7) Building "G" - Ninety percent (90%) complete. Conductor fifty percent (50%) complete. Fire alarm system thirty percent (30%) complete. Intercom ninety-five percent (95%) complete. Toilet partitions ninety-eight percent (98%) complete.
- (8) Building "H" - Ninety-five percent (95%) complete. Ceilings sixty percent (60%) complete. Cabinets ninety-five percent (95%) complete. Controls ninety-five percent (95%) complete. Intercom and fire alarm systems ninety-five percent (95%) complete.
- (9) Building "J" - Ninety-five percent (95%) complete. Controls ninety percent (90%) complete. Light fixtures ninety-five percent (95%) complete. Kitchen equipment ninety-five percent (95%) installed. Waiting for cleanup and checkup on food service equipment.
- (10) Building "L" - Ninety percent (90%) complete. Service doors one hundred percent (100%) complete. Conductor seventy percent (70%) complete. Intercom and fire alarm systems sixty percent (60%) complete.
- (11) Building "M1" - Ninety-four percent (94%) complete. Food service area ninety-five percent (95%) complete. Controls ninety percent (90%) complete. Light fixtures ninety-five percent (95%) complete. Electric panels ninety-five percent (95%) complete. Electronic security eighty-five percent (85%) complete. Toilet partitions and accessories ninety percent (90%) complete.
- (12) Building "M2" - Same as Building "M1".
- (13) Building "M3" - Same as Building "M1".
- (14) Building "M4" - Ninety percent (90%) complete. Cabinets eighty-five percent (85%) complete. Food service area ninety-five percent (95%) complete. Controls ninety percent (90%) complete.
- (15) Building "Q1" - Eighty-five percent (85%) complete. Dry wall framing one hundred percent (100%) complete. Ceiling grid one hundred percent (100%) complete. Glazing ninety percent (90%) complete. Cabinets seventy-five percent (75%) complete. Sally port steel ninety-five percent (95%) complete. Plumbing rough-in one hundred percent (100%) complete. Plumbing fixtures one hundred percent (100%) complete. Duct work ninety-eight percent (98%) complete. Installation of electrical wiring ninety percent (90%) complete.

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DIVISION OF CONSTRUCTION

Nelson W. Meek, P. E., Director, January, 1981

Page III

- (16) Building "Q2" - Eighty-five percent (85%) complete. Dry wall framing one hundred percent (100%) complete. Ceiling grid one hundred percent (100%) complete. Glazing sixty-five percent (65%) complete. Installation of electrical wiring ninety-five percent (95%) complete. Doors one hundred percent (100%) complete. Cabinets fifty percent (50%) complete. Plumbing rough-in one hundred percent (100%) complete. Sprinkler ninety-five percent (95%) complete. Air conditioning, heaters and air handlers eighty-five percent (85%) complete.
- (17) Building "Q3" - Eighty percent (80%) complete. Dry wall framing eighty-five percent (85%) complete. Quarry tile one hundred percent (100%) complete. Glazing sixty-five percent (65%) complete. Doors one hundred percent (100%) complete. Cabinets fifty percent (50%) complete. Plumbing fixtures one hundred percent (100%) complete. Duct work eighty-five percent (85%) complete. Air conditioning, heaters and air handlers eighty-five percent (85%) complete. Electrical rough-in one hundred percent (100%) complete. Installation of electrical wiring fifty percent (50%) complete.
- (18) Building "Q4" - Eighty-five percent (85%) complete. Glazing seventy-five percent (75%) complete. Doors ninety percent (90%) complete. Sprinkler system ninety-five percent (95%) complete. Plumbing fixtures ninety-five percent (95%) complete. Duct work eighty-five percent (85%) complete. Air conditioning, heaters and air handlers eighty-five percent (85%) complete. Electrical rough-in one hundred percent (100%) complete. Installation of electrical wiring ninety percent (90%) complete.
- (19) Building "R" - Eighty percent (80%) complete. Brick and block one hundred percent (100%) complete. Roof one hundred percent (100%) complete. Plumbing rough-in one hundred percent (100%) complete. Electrical rough-in one hundred percent (100%) complete. Installation of electrical wiring fifty percent (50%) complete. Doors one hundred percent (100%) complete.
- (20) Electrical - Remaining transformers to be received on job last week of January, 1981; expect power within two weeks after transformers are on the job. High voltage cable one hundred percent (100%) installed. Generator eighty percent (80%) installed.
- (21) Fence - Security infrared system seventy percent (70%) installed. Microwave system sixty percent (60%) complete.
- (22) Lights - Security lighting twenty-five percent (25%) complete. Site lighting eighty-five percent (85%) complete.
- (23) Hard surface of roads one hundred percent (100%) complete.

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DIVISION OF CONSTRUCTION

Nelson W. Meek, P. E., Director, January, 1981

Page IV

B. Perry Correctional Institution Painting and Sidewalks (Inmate Labor Project)

(1) Painting sixty-five percent (65%) complete.

(2) Sidewalks fifteen percent (15%) complete.

C. Dutchman Correctional Institution Painting and Sidewalks (Inmate Labor Project)

(1) Painting sixty percent (60%) complete.

(2) Sidewalks sixty percent (60%) complete.

EXHIBIT

FEB 10 1981

NO. 10

DIVISION OF CONSTRUCTION

Nelson W. Meek, P.E., Director, January, 1981

Page V

STATE BUDGET & CONTROL BOARD

D. Renovations WRCI

- (1) Taking off old roof sixty-five percent (65%) complete.
- (2) Roof deck sixty-six percent (66%) complete.
- (3) Roofing sixty-five percent (65%) complete.
- (4) Duct bank ninety-eight percent (98%) complete.

E. Wateree Dorms (New) (Two Each)

First Dorm - Ninety-seven percent (97%) complete.

- (1) Roofing one hundred percent (100%) complete.
- (2) Painting ninety-five percent (95%) complete.
- (3) Tile in shower room one hundred percent (100%) complete.
- (4) Plumbing fixtures installation one hundred percent (100%) complete.
- (5) Electric panel ninety-eight percent (98%) complete.
- (6) Electric fixtures installation ninety percent (90%) complete.
- (7) Suspended ceiling system one hundred percent (100%) complete.
- (8) Sheetrock one hundred percent (100%) complete.
- (9) Hardware set ninety-five percent (95%) complete.

Second Dorm - Ninety percent (90%) complete.

- (1) Heat duct installation eighty percent (80%) complete.
- (2) Front entry one hundred percent (100%) complete.
- (3) Back entry one hundred percent (100%) complete.
- (4) Heat duct seventy-five percent (75%) complete.
- (5) Sprinklers ninety-eight percent (98%) complete.
- (6) Tile in shower room thirty percent (30%) complete.

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DIVISION OF CONSTRUCTION

Nelson W. Meek, P.E., Director, January, 1981

Page VI

- (7) Electric panel fifteen percent (15%) complete.
- (8) Sheetrock twenty percent (20%) complete.
- (9) Brick veneer and outside insulation eighty-five percent (85%) complete.

F. Northside Pre-Release - Seventy-eight percent (78%) complete.

- (1) Building "A" - Heating and air conditioning eighty percent (80%) complete.
- (2) Building "C" - Concrete slab ninety-five percent (95%) complete. Exterior doors one hundred percent (100%) complete. Inside masonry walls sixty percent (60%) complete. Inside electrical thirty percent (30%) complete. Inside plumbing thirty percent (30%) complete.
- (3) Building "D" - Doors one hundred percent (100%) complete. Electrical eighty percent (80%) complete. Plumbing eighty percent (80%) complete.

G. Piedmont Work Release - Twenty-one percent (21%) complete.

- (1) Building "A" - No work this period.
- (2) Building "B1" - No work this period.
- (3) Building "B2" - Roof trusses one hundred percent (100%) complete. Sheeting one hundred percent (100%) complete. Look-outs twenty percent (20%) complete.
- (4) Building "C" - Plates one hundred percent (100%) complete.

H. Cross Anchor Correctional Institution

- (1) Storm drainage ninety-nine percent (99%) complete.
- (2) Grading ninety-six percent (96%) complete.
- (3) Sanitary sewer seventy-five percent (75%) complete.
- (4) Perimeter water line eighty percent (80%) complete.
- (5) Fence ten percent (10%) complete.

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DIVISION OF CONSTRUCTION

Nelson W. Meek, P.E., Director, January, 1981

Page VII

I. Perry Infirmary

- (1) Final documents being reviewed.

J. Wateree Dairy

- (1) Preliminary design phase continuing.
- (2) Laying out the processing plant.
- (3) Reviewing equipment requirements.

K. Comprehensive Renovations

- (1) Continuing to procure materials and accomplish work items on approved projects.

L. State Park Hospital

- (1) Material purchased ninety-five percent (95%) complete.
- (2) Tentative meeting with communications and electrical personnel set for the week of February 9, 1981.

M. Coastal Medium Security Facility

- (1) Preliminary design begun on sitework and building resite.

N. Industries and Food Service Warehouses

- (1) Final drawings reviewed on January 16, 1981.
- (2) Bid documents to be issued pending South Carolina Department of Corrections final comments.

O. Midlands Pre-Release

- (1) Site sub grading one hundred percent (100%) complete.
- (2) Construction fence thirty percent (30%) complete.

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DIVISION OF CONSTRUCTION

Nelson W. Meek, P.E., Director, January, 1981

Page VIII

- (3) Temporary power service one hundred percent (100%) complete.
- (4) Building "A" - Plumbing rough in one hundred percent (100%) complete. Electrical rough in forty percent (40%) complete.
- (5) Building "B1" - Foundation thirty percent (30%) complete.
- (6) Building "B2" - Foundation laid out and ready to be dug.
- (7) Building "C" - Foundation sub grading one hundred percent (100%) complete.
- (8) Building "D" - Plumbing rough in one hundred percent (100%) complete. Electrical rough in ninety percent (90%) complete.
- (9) Fence forty percent (40%) complete.

P. Women's Correctional Center (96-Bed Medium Security Addition)

- (1) Building and site plans ninety percent (90%) complete.
- (2) Preliminary backfill complete.
- (3) Materials being procured.

EXHIBIT

FEB 10 1981

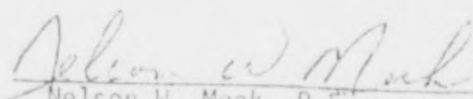
NO. 10

Q. Coastal Work Release Center (96-Bed Addition) STATE BUDGET & CONTROL BOARD

- (1) Proceeding with design development plans.
- (2) Topographic survey completed.
- (3) Preliminary site layout reviewed January 14, 1981.

R. Wateree Sewer Upgrade

- (1) Grant being held open until system has operated through the Winter months.


Nelson W. Meek, P.E.
Director, Division of Construction

NWM:njh:kmh

14737

EXHIBIT

STATE BUDGET AND CONTROL BOARD

BLUE AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO. 11

ITEM NUMBER

//

STATE BUDGET & CONTROL BOARD

Agency: Local Government Division

Subject: Rural Improvement Projects Funded in January 1 - 30, 1981 Period

The Local Government Division reports that 21 projects involving a total of \$307,317 were approved during the period and that a balance of \$892,677 is available for grants. The report further indicates that \$2,540,243 in grants have been approved to date and that grant requests in the amount of \$417,080 presently are pending.

Board Action Requested:

Receive as information.

Staff Comment:

Attachments:

Referenced report

14738

BUDGET & CONTROL BOARD
DIVISION OF LOCAL GOVERNMENTS

RURAL IMPROVEMENT FUNDS

REPORT OF February 1981

Available Grants	892,677
Approved to date	137 2,540,243
Pending	15 417,080

(Above figures include items in this report)

PROJECTS FUNDED JANUARY 1, 1981---January 30, 1981

Name & Address of Applicant	Date Of Application	State Funds Requested	Other Funds		Approved Or Disapproved	Amount Approved	Brief Description of Project
			Federal	Local			
1. Calhoun County 302 S. Railroad Ave. St. Matthews, SC 29135	11/3/81	25,000	---	---	1/5/81	25,000	Ramps on public buildings to provide access for the handicapped.
2. Town of Allendale P.O. Box 551 Allendale, SC 29180	12/12/80	5,000	---	9,145	1/5/81	5,000	Replacement of two police cars.
3. Fairfield County P.O. Box 216 Winnsboro, SC 29180	12/2/81	1,000	---	---	1/5/81	1,000	Purchase of fire fighting equipment for the Lebanon Volunteer Fire Dept.
4. Town of Carlisle P.O. Box 305 Carlisle, SC 29031	1/5/81	5,000	---	---	1/5/81	5,000	Purchase of fire fighting equipment.
5. City of Greenville---Commission of Public Works P.O. Box 687 Greenville, SC 29602	11/25/81	49,900	---	---	1/12/81	46,000	Installation of a 16 inch water main to serve a proposed industrial park, a planned new elementary school and proposed commercial development.
6. Town of Mt. Carmel P.O. Drawer 531 Mt. Carmel, SC 29840	1/13/81	2,500	---	---	1/13/81	2,500	Construction of a shelter to house fire truck and equipment.

EXHIBIT

FEB 10 1981

NO. 11

STATE BUDGET & CONTROL BOARD

14739

Balance Available	
Approved To Date	
Disapproved To Date	
Pending	

(Above Figures Include Items In This Report)

Name & Address of Applicant	Date Of Application	State Funds Requested	Other Funds		Date Approved Or Disapproved	Amount Approved	Brief Description of Project
			Federal	Local			
7. Piedmont Rural Water Co., Inc. Route 3 Inman, SC 29349	11/16/80	73,000	---	---	1/15/81	35,000	Increase water supply and purchase of equipment for water system.
8. City of Wellford P.O. Box 98 Wellford, SC 29385	12/29/80	22,500	30,600 ^a	22,000	1/20/81	22,500	Installation of sewer treatment plant.
9. Spartanburg Sanitary Sewer District P.O. Box 5404 Spartanburg, SC 29304	12/29/80	13,275	---	---	1/20/81	13,275	Repairs, maintenance items and addition of chlorination equipment as required by DHEC---Meadowbrook Subdivision Sewage System.
10. City of Florence City/County Complex Drawer AA Florence, SC 29501	12/01/81	25,000	---	55,000	1/20/81	25,000	Installation of a 10 inch water line to improve service to an existing industrial area.
11. Town of Lincolnville P.O. Box 536 Summerville, SC 29483	1/08/81	16,500	---	---	1/20/81	16,500	Completion of fire station.
12. Dacusville Rural Fire Dept. Hwy. 186, Rt. 5 Easley, SC 29640	1/21/81	1,000	---	---	1/21/81	1,000	Purchase of equipment.

a ARC

EXHIBIT

FEB 10 1981 NO. 11

STATE BUDGET & CONTROL BOARD

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BUDGET AND CONTROL BOARD
DIVISION OF LOCAL GOVERNMENTS

RURAL IMPROVEMENT FUNDS

REPORT OF February 1981 Continued

APPLICANT	AMT
Balance Available for Request	
Approved To Date	
Disapproved To Date	
Pending	

3

(Above Figures Include Items In This Report)

Name & Address of Applicant	Date Of Application	State Funds Requested	Other Funds		Date Approved Or Disapproved	Amount Approved	Brief Description of Project
			Federal	Local			
13. Georgetown County 702 Highmarket St. Georgetown, SC 29440	1/20/81	3,017	---	---	1/22/81	3,017	Survey and review of the County Library System services and facilities.
14. Marietta Water District P.O. Box 134 Marietta, SC 29661	12/10/80	35,000	99,000 ^b 572,000 ^c 208,600 ^d	31,200 ^e	1/22/81	35,000	Upgrading and expansion of water system.
15. City of Laurens P.O. Box 519 Laurens, SC 29360	1/27/81	25,000	---	10,300	1/27/81	12,500	Completion of the Downtown Revitalization Project---planning and materials.
16. Horrell Hill Fire Department P.O. Box 204 A-1 Hopkins, SC 29061	1/27/81	500	-----	---	1/27/81	500	Repair motor of truck.
17. City of Bishopville 114 E. Council St. Bishopville, SC 29010	1/23/81	1,000	---	---	1/27/81	1,000	Purchase of three Motorola Radio Pagers and recharging units.
18. Williamsburg County P.O. Box 330 Kingstree, SC 29556	1/27/81	15,525	---	3,000	1/27/81	15,525	Expansion of library through renovation of basement.

- b ARC
c FmHA grant
d FmHA loan
e DHEC

EXHIBIT

FEB 10 1981 NO. 11

STATE BUDGET & CONTROL BOARD

14741

BUDGET AND CONTROL BOARD
DIVISION OF LOCAL GOVERNMENTS

RURAL IMPROVEMENT FUNDS

FOR THE February 1981 Continued

PLANS	
Balance Available for Disbursement	
Approved In Date	
Disapproved In Date	
Pending	

4

(Above Figures Include Those In This Report)

Name & Address of Applicant	Date Of Application	State Funds Requested	Other Funds		Date Approved Or Disapproved	Amount Approved	Brief Description of Project
			Federal	Local			
19. Town of Burnetown P.O. Box 125 Langley, SC 29834	1/27/81	15,000	---	---	1/27/81	15,000	Repairs to an existing well to put it back in service.
20. Piney Grove Neighborhood Service, Inc. Rt. 1 Patrick, SC 29584	1/29/81	2,000	---	---	1/29/81	2,000	Installation of rest-room facilities and storage space at the community shelter.
21. Town of Woodruff 231 E. Hayne St. Woodruff, SC 29388	1/29/81	25,000	---	175,000	1/29/81	25,000	Renovation of an old school for use as a police dept., jail and city hall.

EXHIBIT

FEB 10 1981 NO. 11

STATE BUDGET & CONTROL BOARD

14742

EXHIBIT

STATE BUDGET AND CONTROL BOARD

MEETING OF February 10, 1980

FEB 10 1981

NO. 12

BLUE AGENDA

ITEM NUMBER

12

STATE BUDGET & CONTROL BOARD

Agency: Finance Division (Engineering)

Subject: Permanent Improvement Projects Released by Staff

State Engineer McPherson advises that two Wildlife and Marine Resources Department projects were released on February 5, 1981 as follows:

(1) Broad and Sandy River Boat Ramp (Chester County, near Carlisle) at a cost of \$7,228 to be finance from water recreation resource funds; and

(2) South Island Ferry Dock (Georgetown, Georgetown County) at a cost of \$2,510.81 to be financed from water recreation resource funds.

Board Action Requested:

Receive as information

Staff Comment:

Attachments:

14743

Staff App
2-5-81

Form E-1
(Revised 7-1-81)
Submit in Duplicate

APPLICATION FOR APPROVAL OF A PERMANENT IMPROVEMENT PROJECT

DATE January 26, 19 81

Institution or Agency S.C. Wildlife & Marine Resources Department

Name of Project South Island Ferry Dock (Georgetown, Georgetown County)

Total Estimated Cost - - - - - \$ 2,510.81

To:—State Budget and Control Board
Columbia, South Carolina

In accord with procedures outlined in your "Manual for the Planning and Execution of State Permanent Improvement Projects", your approval of the project described herein is requested.

I. JUSTIFICATION

(The Owner should attach hereto a full and complete resume of facts contributing to the need of this proposed project. The objective should be to provide sufficient information to fully acquaint the Board with conditions, prospective growth and/or other circumstances that led the Owner to propose this particular project.

Copies of studies or surveys, made either by the Owner or by an outside commercial or other firm, should be made available to the Board. Comments should be included concerning any alternative proposals, if any, considered by the Owner).

II. DESCRIPTION OF PROJECT

A. Type (New building, addition to existing building, renovation, alteration, etc.):

New

B. Intended Use: Floating Dock

C. If New Construction is Involved:

1. Attach (a) Architect's schematic drawing with facilities labeled.
(b) Outline specifications.
(c) Small scale locality map.
(d) Analysis of Architect's Preliminary Construction Estimate.

2. No. Square Feet:

3. Principal Facilities (No. of stories, rooms, offices, etc.)

N/A

D. If renovation and/or alteration of an existing building is involved, attach a statement outlining generally the principal work to be done.

E. If land acquisition is involved, attach a plat of the property, showing general location and acreage. Comment on any problems of acquisition or title that may exist.

F. For any unusual type project, the Owner should confer with the Board in the preparation of this Request, and attach such descriptive data as the Board may require in this particular instance.

JAN 29 1981
S. C. BUDGET AND
CONTROL BOARD

14744

III. ESTIMATED COST

Site - - - - -	\$	
Grading - - - - -		
Construction - - - - -		2,510.81
Fees - - - - -		
Renovation - - - - -		
Basic Equipment and Supplies - - - - -		
Landscaping - - - - -		
Builder's Risk Insurance - - - - -		
Other (Specify) _____		
Contingencies - - - - -		
TOTAL ESTIMATED COST - - - - -	\$	2,510.81

It is further estimated that this project will add \$ _____ per year to operation and maintenance costs of this agency.

IV. FINANCING PLAN

A. Funds already in Hand - - - - -	\$	2,510.81
Source: <u>Water Recreation Resource Funds</u>		
B. Proposed Bond Issue - - - - -		
(If a bond issue is proposed, the Board should be consulted prior to preparation of this application, to determine the details to be submitted herewith).		
C. Other (describe) _____		
TOTAL - - - - -	\$	2,510.81

Has your governing board taken formal action authorizing the submission of this application?

(Signed) _____

Title Administrative Services Director

BOARD'S ACTION

APPROVED: _____

State Auditor

DATE: 3-5-81

14745

Jan 22, 1981
Date

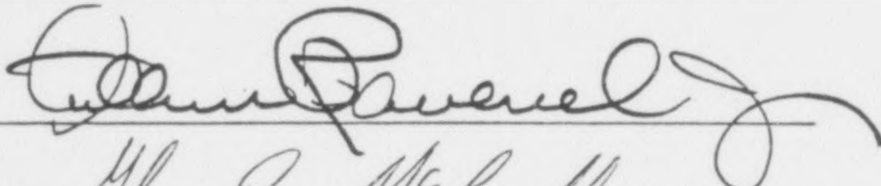
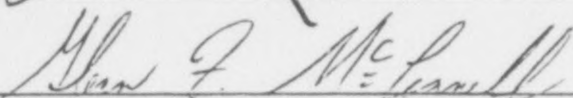
Dr. James A. Timmerman, Jr.
Executive Director
S. C. Wildlife and Marine Resources Department
P. O. Box 167
Columbia, S. C. 29202

Dear Dr. Timmerman:

This does hereby authorize the South Carolina Wildlife and Marine Resources Department to expend \$2,510.81 of the Watercraft Gasoline Tax Funds allocated to Georgetown County for the construction of a floating dock at South Island Ferry.

Sincerely,

GEORGETOWN COUNTY LEGISLATIVE DELEGATION

original to Dr. Timmerman 1-26-81
cc: Charleston Office

RECEIVED

JAN 23 1980

14746 S. C. WILDLIFE & MARINE
RESOURCES DEPARTMENT

1-22-81

Date

Dr. James A. Timmerman, Jr.
Executive Director
S. C. Wildlife and Marine Resources Department
P. O. Box 167
Columbia, S. C. 29202

Dear Dr. Timmerman:

This does hereby authorize the South Carolina Wildlife and Marine Resources Department to expend \$2,510.81 of the Watercraft Gasoline Tax Funds allocated to Georgetown County for the construction of a floating dock at South Island Ferry.

Sincerely,

GEORGETOWN COUNTY LEGISLATIVE DELEGATION

William W. Myers

W. Paul Cantrell

R. Fred Allen

Julian B. Reynolds

RECEIVED

JAN 23 1981

CHIEF—BOATING DIVISION
COLUMBIA, S. C.

original to Dr. Timmerman 1-23-81

cc: Charleston Office

14747

1/22/80

Date

Dr. James A. Timmerman, Jr.
Executive Director
S. C. Wildlife and Marine Resources Department
P. O. Box 167
Columbia, S. C. 29202

Dear Dr. Timmerman:

This does hereby authorize the South Carolina Wildlife and Marine Resources Department to expend \$2,510.81 of the Watercraft Gasoline Tax Funds allocated to Georgetown County for the construction of a floating dock at South Island Ferry.

Sincerely,

GEORGETOWN COUNTY LEGISLATIVE DELEGATION

T. Dewey Wise

original to Dr. Timmerman 1-26-81
cc: Charleston

RECEIVED

JAN 23 1980

14748 S. C. WILDLIFE & MARINE
RESOURCES DEPARTMENT

Staff App.
2-5-81

Form E-1
(Revised 7-1-61)
Submit in Duplicate

APPLICATION FOR APPROVAL OF A PERMANENT IMPROVEMENT PROJECT

DATE January 26, 19 81

Institution or Agency S.C. Wildlife & Marine Resources Department

Name of Project Broad and Sandy River Boat Ramp (Chester County, near Carlisle)

Total Estimated Cost - - - - - \$ 7,228.00

To:--State Budget and Control Board
Columbia, South Carolina

In accord with procedures outlined in your "Manual for the Planning and Execution of State Permanent Improvement Projects", your approval of the project described herein is requested.

I. JUSTIFICATION

(The Owner should attach hereto a full and complete resume of facts contributing to the need of this proposed project. The objective should be to provide sufficient information to fully acquaint the Board with conditions, prospective growth and/or other circumstances that led the Owner to propose this particular project.

Copies of studies or surveys, made either by the Owner or by an outside commercial or other firm, should be made available to the Board. Comments should be included concerning any alternative proposals, if any, considered by the Owner).

II. DESCRIPTION OF PROJECT

A. Type (New building, addition to existing building, renovation, alteration, etc.):

New

B. Intended Use: Boat Ramp

C. If New Construction is Involved:

1. Attach (a) Architect's schematic drawing with facilities labeled.
(b) Outline specifications.
(c) Small scale locality map.
(d) Analysis of Architect's Preliminary Construction Estimate.

2. No. Square Feet:

3. Principal Facilities (No. of stories, rooms, offices, etc.) N/A

D. If renovation and/or alteration of an existing building is involved, attach a statement outlining generally the principal work to be done.

E. If land acquisition is involved, attach a plat of the property, showing general location and acreage. Comment on any problems of acquisition or title that may exist.

F. For any unusual type project, the Owner should confer with the Board in the preparation of this Request, and attach such descriptive data as the Board may require in this particular instance.

REC
JAN 29 1981

14749

III. ESTIMATED COST

Site - - - - -	\$	
Grading - - - - -		
Construction - - - - -		7,228.00
Fees - - - - -		
Renovation - - - - -		
Basic Equipment and Supplies - - - - -		
Landscaping - - - - -		
Builder's Risk Insurance - - - - -		
Other (Specify) _____		
Contingencies - - - - -		
TOTAL ESTIMATED COST - - - - -	\$	7,228.00

It is further estimated that this project will add \$_____ per year to operation and maintenance costs of this agency.

IV. FINANCING PLAN

A. Funds already in Hand - - - - -	\$	7,228.00
Source: <u>Water Recreation Resource Fund</u>		
B. Proposed Bond Issue - - - - -		
(If a bond issue is proposed, the Board should be consulted prior to preparation of this application, to determine the details to be submitted herewith).		
C. Other (describe) _____		
TOTAL - - - - -	\$	7,228.00

Has your governing board taken formal action authorizing the submission of this application?

(Signed) _____

Title Director of Administrative Services

BOARD'S ACTION

APPROVED: _____

State Auditor

DATE: 2-5-81

14750

1-21-81

(Date)

Dr. James A. Timmerman, Jr.
Executive Director
S. C. Wildlife & Marine Resources Department
P. O. Box 167
Columbia, South Carolina 29202

Dear Dr. Timmerman:

This hereby authorizes the South Carolina Wildlife and Marine Resources Department to expend \$7,228.00 of the Watercraft Gasoline Tax Funds allocated to Chester County for proposed work on boat ramp facilities in the County on the Broad and Sandy River.

Sincerely,

CHESTER COUNTY LEGISLATIVE DELEGATION

Al Sanders
Hebe E. Hume
Robert C. Lorne
Hyman Rubin
John Martin
Hebe E. Hume
James H. Astel

original to Dr. Timmerman 1-26-81
cc: Charleston

RECEIVED

JAN 23 1981

S. C. WILDLIFE & MARINE
RESOURCES DEPARTMENT

14751

EXHIBIT

STATE BUDGET AND CONTROL BOARD

BLUE AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO. 13

ITEM NUMBER

13

~~STATE BUDGET & CONTROL BOARD~~

Agency: Personnel Division

Subject: New Hires for Fiscal Year 1980-81 as of February 3, 1981

An agency summary report on new hires made during the July 1, 1980 - September 30, 1980 quarter; during the October 1 - December 31, 1980 quarter; and during the January 1 - March 31, 1981 quarter through February 3 is attached.

Board Action Requested:

Receive as information.

Staff Comment:

Attachments:

Referenced report

14752

1	2	3	07/01/80-09/30/80		10/01/80-12/31/80		01/01/81-03/31/81		04/01/81-06/30/81		FY-ID-DATE	
			TOTAL	HIRES	TOTAL	HIRES	TOTAL	HIRES	TOTAL	HIRES	TOTAL	HIRES
AGN	AGENCY TITLE	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES
040	JUDICIAL	28	352	7	351	1.99	7	350	2.00	42	11.96	
045	COMM ON APPELLATE DEFENSE	5	17	1	17	5.88	0	17		6	35.29	
05A	GOVERNORS OFFICE	1	22	0	22		1	22	4.54	2	9.09	
05B	STATE LAW ENFORCEMENT DIV	8	361	2	360	.55	2	360	.55	12	3.33	
05C	OFFICE OF EXEC POLICY&PROGRAMS	12	340	4	337	1.18	6	335	1.79	22	6.52	
05E	STATE HOUSING AUTHORITY	4	35	1	36	2.77	1	36	2.77	6	16.82	
05F	S.C. COMM. ON HUMAN AFFAIRS	2	46	3	46	6.52	0	46		5	10.86	
05G	MANSION & GROUNDS	0	4	0	4		0	4		0		
05H	COMMISSION ON WOMEN	0	1	0	1		0	1		0		
05L	CHILDREN'S FOSTER CARE REV BD	2	12	1	12	8.33	0	12		3	25.00	
06A	LT GOVERNORS OFFICE	0	5	0	5		0	5		0		
07A	STATE ELECTION COMMISSION	0	15	2	17	11.76	1	17	5.88	3	18.36	
070	SECRETARY OF STATE	0	21	0	21		1	21	4.76	1	4.76	
08A	CNTY AUDITORS & TREASURERS	0	92	1	92	1.08	0	92		1	1.08	
080	COMPTROLLER GENERALS OFFICE	4	63	1	63	1.58	0	63		5	7.93	
090	ATTORNEY GENERALS OFFICE	11	210	2	211	.94	4	212	1.88	17	8.05	
100	STATE TREASURER	3	40	0	40		0	40		3	7.50	
110	ADJUTANT GENERAL	4	114	4	114	3.50	0	113		6	7.03	
12A	FRANCIS MARION	24	287	0	286		1	286	.34	25	8.73	
120	UNIVERSITY OF SOUTH CAROLINA	338	4,905	76	4,905	1.54	68	4,909	1.38	482	9.82	
130	CITADEL	40	566	7	568	1.23	3	571	.52	50	8.78	
135	COLLEGE OF CHARLESTON	32	605	5	604	.82	6	603	.99	43	7.11	
140	CLEMSON UNIVERSITY	164	3,777	57	3,772	1.51	31	3,769	.82	252	6.67	
150	WINTHROP	52	655	4	649	.61	3	645	.46	59	9.08	
160	MEDICAL UNIVERSITY	392	5,188	179	5,133	3.48	50	5,137	.97	621	12.05	

EXHIBIT
FEB 10 1981 NO. 13
STATE BUDGET & CONTROL BOARD

14753

		07/01/80-09/30/80				10/01/80-12/31/80				01/01/81-03/31/81				04/01/81-06/30/81				FY-TD-DATE	
1	2	TOTAL	NEW	TOTAL	% OF	TOTAL	NEW	TOTAL	% OF	TOTAL	NEW	TOTAL	% OF	TOTAL	NEW	TOTAL	% OF		
3	4	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS		
AGN	AGENCY TITLE																		
170 S C STATE COLLEGE		36	722	4.98		7	715	.97		3	715	.41		46	6.41				
175 LANDER		14	225	6.22		2	226	.88		2	226	.88		18	7.97				
180 JOHN DE LA HOME SCHOOL		7	75	5.33		1	75	1.33		5	75	6.66		13	17.33				
190 SCHOOL FOR DEAF & BLIND		48	456	10.52		5	450	1.09		8	451	1.77		61	13.42				
204 DEPT OF EDUCATION		40	1,093	3.65		28	1,095	2.56		16	1,091	1.46		84	7.68				
210 MIL LEO GRAY OPPORTUNITY SCH		7	79	8.60		2	82	2.43		1	81	1.23		10	12.35				
220 S C EIV COMMISSION		21	426	4.92		12	422	2.84		1	421	.23		34	8.03				
230 STATE LIBRARY		1	49	2.04		3	49	0.12		1	49	2.04		5	10.20				
24A TRIDENT TECHNICAL COLLEGE		28	467	5.59		17	453	3.75		6	451	1.33		51	11.15				
24B CHES-MARLBORO TECH COLLEGE		1	78	1.28		1	75	1.33		0	75			2	2.63				
24C FLO-DARLINGTON TECH COLLEGE		21	204	10.29		11	205	5.36		1	207	.48		33	16.07				
24D GREENVILLE TECHNICAL COLLEGE		11	421	2.61		16	417	3.83		4	417	.95		31	7.41				
24E HERRY-GEORGETOWN TECH COLLEGE		4	124	3.22		5	117	4.27		1	119	.84		10	8.33				
24F MIDLANDS TECHNICAL COLLEGE		14	432	3.24		10	421	2.37		4	422	.94		28	6.58				
24G ORANGEBURG-CALHOUN TECH COLL		6	159	3.77		1	154	.64		0	154			7	4.45				
24H PIEDMONT TECHNICAL COLLEGE		13	168	7.73		4	171	2.33		2	172	1.16		19	11.15				
24J SPARTANBURG TECHNICAL COLLEGE		27	168	16.07		2	168	1.19		2	166	1.15		31	18.45				
24K SUMTER AREA TECH COLLEGE		0	137	5.83		7	137	5.10		0	137			15	10.94				
24L TRI-COUNTY TECH COLLEGE		6	185	3.24		6	176	4.54		1	177	.56		15	8.36				
24M YORK TECHNICAL COLLEGE		11	124	8.87		1	123	.81		1	125	.80		13	10.48				
24N AIKEN TECHNICAL COLLEGE		4	114	3.50		6	110	5.45		1	109	.91		11	5.90				
24Q DENMARK TECHNICAL COLLEGE		9	96	5.37		2	94	2.12		3	107	2.80		14	14.14				
24R BEAUFORT TECHNICAL COLLEGE		7	121	5.78		5	117	4.27		2	117	1.70		14	11.83				
24S WILLIAMSBURG TECHNICAL COLLEGE		3	85	3.52		3	80	3.75		0	78			6	7.40				
24O ST BD FOR TECH AND COMP ED		7	173	4.04		5	171	2.92		0	171			12	6.95				
250 DEPT OF ARCHIVES & HISTORY		6	130	4.61		6	131	4.56		2	131	1.52		14	10.71				

EXHIBIT

FEB 10 1981

STATE BUDGET & CONTROL BOARD

NO. 13

AGN CODE	AGENCY TITLE	07/01/80-09/30/80		10/01/80-12/31/80		01/01/81-03/31/81		04/01/81-06/30/81		FY-10-DATE	
		TOTAL HIRES	TOTAL POSNS	TOTAL HIRES	TOTAL POSNS	TOTAL HIRES	TOTAL POSNS	TOTAL HIRES	TOTAL POSNS	TOTAL HIRES	TOTAL POSNS
260	ARTS COMMISSION	2	52	2	52	2	52	2	52	6	11.52
270	CONFEDERATE RELIC ROOM	0	5	0	5	0	5	0	5	0	
280	DEPT OF SOCIAL SERVICES	135	4,807	50	4,791	21	4,766	206	4,330		
290	COMMISSION FOR THE BLIND	7	144	2	144	1	144	10	6.94		
300	MENTAL HEALTH ADM	15	247	4	248	0	248	19	7.67		
308	MEN HLTH-COM MENTAL HLTH SVCS	41	896	34	858	4	855	79	9.08		
30D	MEN HLTH-CRAFTS-FARRROW ST HOSP	67	1,548	45	1,549	18	1,550	130	8.39		
30E	MEN HLTH-WM S HALL PSYCH INST	28	298	4	298	5	300	37	12.38		
30F	MEN HLTH-CM TUCKER HUNN RES CM	11	261	5	261	4	263	20	7.64		
30H	MEN HLTH-MORRIS VILLAGE	2	195	3	196	7	186	12	6.23		
30J	MEN HLTH-G.WEBBER BRYAN PSY HS	39	475	27	474	13	473	79	16.66		
300	MEN HLTH-S.C. STATE HOSPITAL	60	1,745	44	1,742	3	1,742	107	6.13		
311	MENTAL RETARDATION ADM	4	103	5	102	3	102	12	11.72		
312	MEN RETARD-MIDLANDS CENTER	81	1,095	51	1,086	50	1,085	182	16.71		
313	MEN RETARD-WHITTEN VILLAGE	203	2,213	67	2,207	23	2,207	293	13.26		
314	MEN RETARD-COASTAL CENTER	31	798	19	789	11	789	61	7.70		
316	MEN RETARD-PEE DEE CENTER	50	720	28	720	5	718	83	11.53		
330	VOCATIONAL REHABILITATION	25	1,138	14	1,121	6	1,120	45	3.99		
340	STATE PARK HLTH CENTER	5	249	0	246	0	244	5	2.02		
350	COMMISSION ON ALCOHOLISM	1	87	2	87	2	85	5	5.79		
360	CHILDRENS BUREAU	4	33	2	33	0	33	6	18.18		
370	PROBATION, PAROLE & PARDON BD	13	296	5	296	2	296	20	6.75		
380	DEPT OF CORRECTIONS	165	2,252	91	2,303	18	2,323	274	11.95		
39A	JUV PLACEMENT & AFTERCARE	15	250	6	250	4	250	25	10.00		
390	DEPT OF YOUTH SERVICES	45	730	26	730	13	730	82	11.23		
44A	FINANCE DIVISION	6	165	5	165	0	165	11	6.66		

EXHIBIT
FEB 10 1981
STATE BUDGET & CONTROL BOARD
NO. 13

		07/01/80-09/30/80		10/01/80-12/31/80		01/01/81-03/31/81		04/01/81-06/30/81		FY-10-DATE		
AGN	AGENCY TITLE	TOTAL	HIRES	TOTAL	HIRES	TOTAL	HIRES	TOTAL	HIRES	TOTAL	HIRES	
CODE		NEW	% OF	NEW	% OF	NEW	% OF	NEW	% OF	NEW	% OF	
		HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	HIRES	POSNS	
44B	GENERAL SERVICES DIVISION	20	590	3.38	19	589	3.22	12	588	2.04	51	8.65
44C	RETIREMENT DIVISION	5	92	5.43	3	94	3.19	0	94		8	8.57
44D	STATE PERSONNEL DIVISION	6	138	4.34	1	139	.71	0	139		7	5.04
44E	RESEARCH & STATISTICAL SERV	8	71	11.26	0	70		0	71		8	11.32
44F	MOTOR VEHICLE MANAGEMENT DIV	0	20		2	19	10.52	0	19		2	10.34
44H	OFFICE OF THE EXEC DIR GLE BD	2	12	16.66	0	12		0	12		2	16.66
44J	DIVISION OF LOCAL GOVERNMENT	1	3	33.33	0	3		0	3		1	33.33
44K	DIVISION OF STATE FIRE MARSHAL	28	32	87.50	0	32		1	32	3.12	29	90.62
455	DEPT OF HLTH AND ENV CONTROL	98	3,751	2.61	66	3,730	1.76	52	3,746	1.38	216	5.77
470	DAIRY COMMISSION	0	7		0	7		0	7		0	
480	TAX COMMISSION	18	638	2.82	0	637		0	638		18	2.82
490	INSURANCE DEPT	5	121	4.13	1	121	.82	0	121		6	4.95
500	CONTRACTORS LICENSING BOARD	2	7	28.57	0	7		0	7		2	28.57
505	SC RESDTL HOME BLDGS COMM	0	8		0	8		0	8		0	
510	VETERAN'S AFFAIRS	2	22	5.05	0	22		0	22		2	9.09
520	DEPT OF AGRICULTURE	2	225	.88	0	221		2	221	.90	4	1.79
540	FORESTRY COMMISSION	11	642	1.71	30	642	4.67	7	642	1.09	48	7.47
550	ST BD REGISTRATION-FORESTERS	1	1	100.00	0	1		0	1		1	100.00
560	LAND RESOURCES CONSERV COMM	3	61	4.91	2	61	3.27	1	63	1.58	6	5.72
570	DEPT OF LABOR	8	140	5.71	8	141	5.67	1	141	.70	17	12.08
580	EMPLOYMENT SECURITY COMM	40	1,432	3.35	61	1,438	4.24	9	1,430	.62	118	8.23
585	SECOND INJURY FUND	0	8		1	8	12.50	0	8		1	12.50
590	INDUSTRIAL COMMISSION	6	70	8.57	1	70	1.42	2	69	2.89	9	12.91
595	STATE WORKERS COMP FUND	1	33	3.03	4	38	11.11	1	36	2.77	6	17.14
600	SC WILDLIFE RESOURCES DEPT	10	747	2.40	1	741	.13	0	740		19	2.55
610	COASTAL COUNCIL, S.C.	1	26	3.84	2	26	7.69	1	26	3.84	4	15.38

EXHIBIT

FEB 10 1981

STATE BUDGET & CONTROL BOARD

NO. 13

EXHIBIT
FEB 10 1981
NO. 13
STATE BUDGET & CONTROL BOARD

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57	AGN CDE	AGENCY TITLE	07/01/80-09/30/80			10/01/80-12/31/80			01/01/81-03/31/81			04/01/81-06/30/81			FY-TO-DATE	
			TOTAL NEW HIRES	TOTAL POSNS	HIRES % OF POSNS	TOTAL NEW HIRES	TOTAL POSNS	HIRES % OF POSNS	TOTAL NEW HIRES	TOTAL POSNS	HIRES % OF POSNS	TOTAL NEW HIRES	TOTAL POSNS	HIRES % OF POSNS	TOTAL NEW HIRES	HIRES % OF POSNS
		815 PHARMACEUTICAL EXAM BE	0	2		0	2		0	2					0	
		820 COSMETIC ART EXAMINERS BOARD	2	8	25.00	0	8		0	8					2	25.00
		825 ST BD EXMRS NURS HOME ADMSTRS	0	1		0	1		0	1					0	
		830 BARBER EXAMINING BOARD	0	5		0	5		0	5					0	
		835 S C BD OF CHIROPRACTIC EXAMRS	0	1		0	1		0	1					0	
		840 STATE BD OF FUNERAL SERVICES	0	2		0	2		0	2					0	
		845 ST BD EXAM & REGIS PHYS THRPST	0	1		0	1		0	1					0	
		850 S. C. REAL ESTATE BOARD	1	18	5.55	0	18		0	18					1	5.55
		860 ENGINEERING EXAMINING BOARD	0	5		0	5		0	5					0	
		865 S C BD OF CERT OF ENV SYS OPER	1	3	33.33	1	3	33.33	0	3					2	66.66
		870 S C STATE BOARD OF NURSING	0	16		0	16		0	16					0	
		877 SC BD OF EXAM IN OPTICIARPY	0	1		0	1		0	1					0	
		878 SC BD OF EXAM IN OPTOMETRY	0	1		0	1		0	1					0	
		880 VETERINARY EXAMINING BOARD	0	1		0	1		0	1					0	
		890 ST BD OF MEDICAL EXAMINERS	3	13	23.07	1	13	7.69	0	13					4	30.76
		STATEWIDE TOTALS	3,102	61,864	5.01	1,384	61,666	2.24	614	61,650	.99				5,100	8.26

EXHIBIT
FEB 10 1981
NO. 13
STATE BUDGET & CONTROL BOARD

EXHIBIT

STATE BUDGET AND CONTROL BOARD

REGULAR SESSION AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO. 14

ITEM NUMBER 2

STATE BUDGET & CONTROL BOARD

Agency: Industrial Commission

Subject: Civil Contingent Fund Request

Executive Director John Nabors of the Industrial Commission will present a request for an allocation of \$3,400 from the Civil Contingent Fund to finance required physical examinations in cases which are not compensable.

In addition, the Commission is requesting a total of \$4,794 from the Civil Contingent Fund to finance adjustments of the salaries of various Commission employees following a realignment of their duties. The Board's attention is called to the long-standing provision in law which states "that none of the Civil Contingent Fund shall be used to increase the salary of any State employee."

Board Action Requested:

Consider

Staff Comment:

Attachments:

Nabors February 5 letter to Putnam plus attachments

14759

The South Carolina Industrial Commission

ADMINISTERING THE WORKMEN'S COMPENSATION ACT
MIDDLEBURG OFFICE PARK
1800 ST. JULIAN PLACE



Columbia, S.C. 29204

February 5, 1981

T.M. Nelson 758-3498
Chairman

Commissioners

James J. Reid 758-3348
Paul M. Macmillan, Jr. 758-3120
J. Dawson Addis 758-2134
Holmes C. Dreher 758-2282
Harold E. Trask, Jr. 758-3086
Reinhardt G. Brown 758-7108
John E. Nabors 758-3880
Executive Director
Lewis W. Weeks 758-3251
Judicial Administrator

Samuel E. Kirven
Administrative Director
758-5005

Jeanne B. Allen, Director
Claims and Statistics
758-2556

Duane A. Earles, Director
Coverage and Compliance
758-2655

Medical Services
758-3183

Compliance Office
758-3294

Mr. William T. Putnam
Executive Director
Budget and Control Board
P. O. Box 12444
Columbia, South Carolina 29211

EXHIBIT

FEB 10 1981 NO. 14

STATE BUDGET & CONTROL BOARD

Dear Mr. Putnam:

Please be advised effective July 1, 1980 the Workmen's Compensation Law was amended to bring the Administrative Division of the Commission back under the Full Commission. The Full Commission realigned the duties of various employees so as to expedite all contested cases and viewings. During this realignment Occupational Disease cases have been brought to the surface.

In 1978 a Bill was passed amending Section 42-11-185 mandating physicals to be performed by the Medical University. In the event that it is not a compensable case, the Industrial Commission will pay for the physical. Where a case is deemed to be compensable the Insurance Carrier or Self-Insurer will reimburse the Industrial Commission for said physical, allowing the Medical University to receive payment for work performed immediately.

The Amount of monies needed to do this is:

\$3,400.00	Medical Fees
\$4,200.00	Salaries
\$ 594.00	Employee Contributions

making a total of \$8,194.00 needed for the Civil Contingent Fund.

14760

EXHIBIT

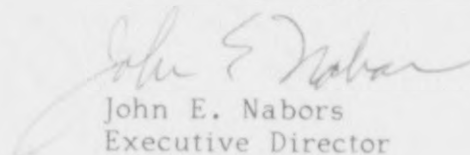
FEB 10 1981

NO. 14

STATE BUDGET & CONTROL BOARD

If I may assist you in the future, please do not
hesitate to call on me.

Yours very truly,



John E. Nabors
Executive Director

JEN/jhn

ENC: Section 42-11-185

14761

Please find attached a copy of the Organizational Chart prior to July 1, 1980 and also an Organizational Chart effective July 1, 1980. The new Organizational Chart is in compliance with the revamping of Chapter three of the Workmen's Compensation Act which realigns the Commission. The Full Commission assigned Commissioners to determine which would be the most equitable way to operate since the Administrative Division came back under the Full Commission. In the October Business Meeting the Commission agreed that the Executive Director would assist the Chairman with the Budget, Five-Year Plan and Personnel since the Chairman is required to travel and even when he is in the office he is required to handle hearings. The Executive Director's Office will handle Full Commission scheduling of Hearings; send out notices; keep track of all Legislation by the Legislature; handle Rule changes in accordance with the Administrative Procedures Act and other activities as directed by the Chairman. The Full Commission also designated we have a Judicial Administrator. The Judicial Administrator's prime function is to receive and process all contested cases to see that the proper documents are in the files prior to being assigned to a Commissioner for adjudication.

Personnel assumed the responsibilities of these jobs effective December 1, 1980.

Prior to the realignment, the Executive Director was Director of Claims and Statistics. The Judicial Administrator was Assistant Director of Coverage and Compliance. The Compliance

Officer was promoted to the Assistant Director of Coverage and Compliance.

It was the feeling of the Commission to revamp the duties of certain employees giving them more responsibilities rather than requesting additional employees. Even though we have changed our responsibilities and streamlined the Organization to better serve the injured individual in the State and to better implement the Workmen's Compensation Law, the cost for this would require \$4,200.00 in salaries plus \$594.00 Employees contributions making a total of \$4,794.00 in order that these positions may be properly compensated for the additional responsibilities.

EXHIBIT

FEB 10 1981 NO. 14

STATE BUDGET & CONTROL BOARD

14763

BEFORE JULY 1, 1980

1974 thru 1980
JUNE 30
5/4/81

SOUTH CAROLINA INDUSTRIAL COMMISSION
ORGANIZATION CHART

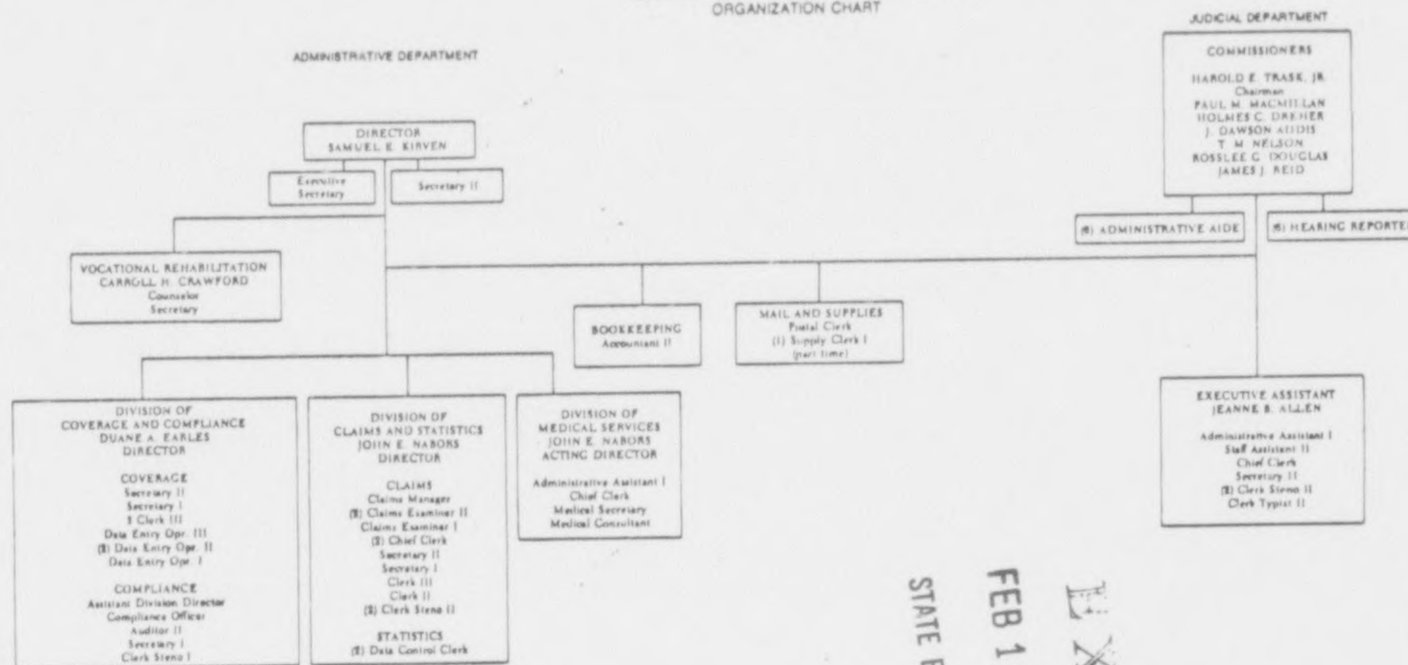


EXHIBIT
FEB 10 1981
NO. 14
STATE BUDGET & CONTROL BOARD

14764

AFTER JULY 1, 1980

ORGANIZATIONAL CHART
SOUTH CAROLINA INDUSTRIAL COMMISSION

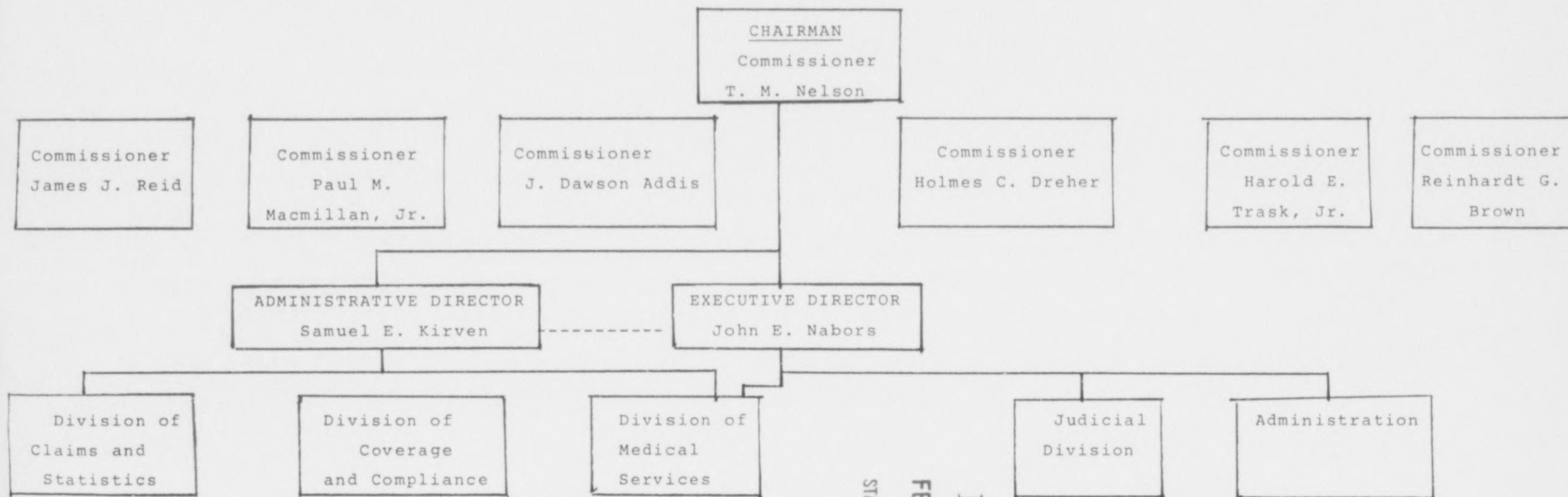


EXHIBIT
FEB 10 1981 NO. 14
STATE BUDGET & CONTROL BOARD

14765

SC 7-1-80

STATE BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR
CIVIL CONTINGENT FUND - FINANCIAL POSITION
As of February 6, 1981

Revenues (Including Appropriations)	240,016.94
Less:	
Allocated to Agencies	- 183,830.00
Advanced to Agencies	-0-
Committee Expenses (Including Budget & Control Bd)	- 9,479.71
Miscellaneous Expenses	- 430.00
Encumbrances (By Item)	
House of Representatives	- 1,300.00
Public Service Merit Selection Panel	- 4,279.32
Governor's Task Force on Arson	- 5,000.00
B & C Board - Ofc. of Executive Director	- 1,500.00
Attorney General's Office (Catawba Indians)	- 10,000.00
For Anticipated Committee Expenses	- 15,000.00
Unencumbered Fund Balance	<u>9,197.91</u>

EXHIBIT

FEB 10 1981 NO. 14

STATE BUDGET & CONTROL BOARD

sc
2/6/81

14766

EXHIBIT

FEB 10 1981

NO. 15

PROMISSORY NOTE

\$268,433

STATE BUDGET & CONTROL BOARD

Columbia, South Carolina

February 10, 1981

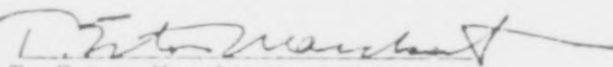
FOR VALUE RECEIVED the undersigned promise to pay The Ordinary Sinking Fund of the State of South Carolina the sum of Two Hundred Sixty-eight Thousand, Four Hundred Thirty-three (\$268,433) Dollars, with interest at the rate of nine (9%) per centum per annum. Said principal sum shall be paid from the funds available when the Bond money (Act 518, 1980, "Bond Bill" Section 1. Adjutant General's Office: 1,2,3,4,5,7,8, and 9 for the construction, equipment, renovation and waterproofing of Armories in the State of South Carolina) designated for the Adjutant General's Office of the State of South Carolina is released by the proper legal authority. Said interest will be paid and is the obligation and responsibility of the Adjutant General's Office.

This Note is given with the consent and approval of the Office of the Adjutant General of the State of South Carolina, toward the construction, equipment, renovation and waterproofing of Armories in the State of South Carolina.

The Office of the Adjutant General of the State of South Carolina Consents to, and Approves, this Note.

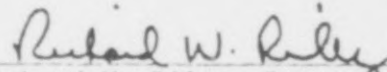
SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD

BY:



T. Eston Marchant
Adjutant General

BY:



(LS)

Richard W. Riley, Governor
Chairman

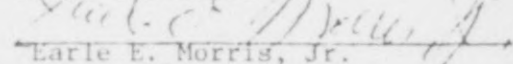
BY:



(LS)

Grady L. Patterson, Jr.
State Treasurer

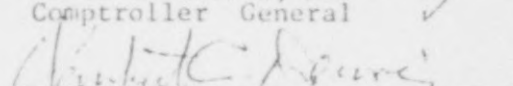
BY:



(LS)

Earle E. Morris, Jr.
Comptroller General

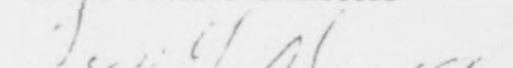
BY:



(LS)

Rembert C. Dennis, Chairman
State Finance Committee

BY:



(LS)

Tom G. Mangum, Chairman
House, Ways and Means Committee

14767

STATE BUDGET AND CONTROL BOARD

EXHIBIT

REGULAR SESSION AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO. 16

ITEM NUMBER

4

STATE BUDGET & CONTROL BOARD

Agency: Office of Executive Director

Subject: (a) Progress Report on Permanent Improvement Requests; and
(b) Status Report on Capital Improvement Bond Authorizations

(a) Staff will present a progress report on the survey of permanent improvement requests by the several agencies.

The Board may want to advise the General Assembly prior to February 15, 1981 that its recommendations on this subject will be somewhat late. There is some question as to whether the February 15 date for submitting these recommendations to the General Assembly still pertains. That provision is included in Act 237 of 1975 as an amendment of Act 1377 of 1968 which is the Capital Improvement Bond Act and, incidentally, it is considered to be a temporary act. The 1975 act did provide that the Board shall submit its recommendations to the General Assembly on this subject on or before February 15 in alternate years beginning in 1977.

(b) A status report on all previous Capital Improvement Bond authorizations also will be presented.

Board Action Requested:

Consider

Staff Comment:

Attachments:

14768

EXHIBIT

FEB 10 1981

NO. 16

INCOMPLETE, PRELIMINARY REPORT ON

STATUS OF CAPITAL IMPROVEMENT BOND AUTHORIZATIONS

AT 12/31/80

STATE BUDGET & CONTROL BOARD

Agency	Balance Due Agency	Not Encumbered
Adjutant General's Office	\$ 2,326,495.11	\$ 1,777,748.59
Budget and Control Board:		
Executive Director's Office	4,990,000.00	4,990,000.00
General Services	5,108,167.35	4,600,500.58
The Citadel	5,925,763.92	4,450,485.52
Clemson University	7,964,858.15	5,715,795.81
College of Charleston	7,345,400.53	*report incomplete
Francis Marion College	254,689.60	89,489.60
Lander College	6,098,200.82	1,235,491.00
S. C. State College	4,838,952.60	212,310.60
Winthrop College	11,521,715.62	*report incomplete
University of South Carolina)	24,436,561.80	20,066,006.80
)	228,985.74	*report incomplete
Medical University	38,290,653.99	*report incomplete
Technical and Comprehensive Education	18,830,316.03	2,626,776.09
Department of Education - Voc. Ed.	16,733,968.96	14,306,061.83
Educational Television Commission	5,042,794.75	4,030,499.68
School for the Deaf and the Blind	89,820.00	89,820.00
Archives and History	14,910.15	-0-
Mental Health:		
State	497,042.59	497,042.59
Departmental	1,071,092.41	829,738.00
Mental Retardation:		
State	6,270,815.00	4,767,531.41
Departmental	3,180,197.52	1,769,807.56
Vocational Rehabilitation	1,339,808.30	1,339,808.30
John de la Howe School	264,470.00	264,470.00
Department of Corrections	42,085,380.73	*report incomplete
Department of Youth Services	1,070,277.57	1,012,169.03
Juvenile Placement and Aftercare	174,650.00	174,650.00
Forestry Commission	391,418.72	391,418.72
Department of Agriculture	108,657.25	54,291.20
Wildlife and Marine Resources	2,061,874.23	*report incomplete
Coastal Council	421,034.05	232,203.11
Parks, Recreation and Tourism	11,162,270.96	9,007,338.05
State Development Board	341.72	-0-
Patriots Point Development Authority	599,400.00	599,400.00
Aeronautics Commission	6,173,414.14	*report incomplete
State Ports Authority	38,262,722.25	14,349,024.00
Total	<u>\$275,177,122.56</u>	<u>\$99,479,878.07</u>

*Incomplete reports represent \$107.7 million of balance due agencies.

14769

WAM:dw
2/10/81

Thru 1980
(+/-) 50 m. unencumbered.

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD

Summary of
Permanent Improvement Requests
1981 Session

PRELIMINARY REPORT

EXHIBIT

FEB 10 1981 NO. 16

STATE BUDGET & CONTROL BOARD

14770

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14771

ESTIMATED FUNDING REQUIREMENTS FOR PERMANENT IMPROVEMENT REQUESTS

1981 Session

Preliminary Report

	<u>Requested All Agencies</u>	<u>Requested Institutions of Higher Education</u>	<u>Recommended Commission on Higher Education</u>
(A) Capital Improvement Bonds	\$364,013,215	\$153,265,689	\$ 64,417,624
(B) Capital Improvement Bonds - Departmental	20,323,775		
(C) Institution (Tuition) Bonds	3,139,500	3,139,500	6,576,600
(D) Institutional (Revenue) Bonds	7,520,000	7,520,000	7,520,000
(E) Excess Debt Service Funds	16,838,189		
(F) State General Funds	55,293		
(G) Operating Revenues	2,043,556	120,000	2,618,000
(H) FAA and Local Funds	32,081,791		
(I) Federal Funds	24,159,307	2,735,000	2,735,000
(J) Local Funds	9,791,136	5,329,937	3,844,105
(K) Other Funds	28,946,250	16,146,250	17,867,750
Total	<u>\$508,912,012</u>	<u>\$188,256,376</u>	<u>\$105,579,079</u>

- NOTE: (1) All totals should be treated as estimates. Staff will provide actual figures on subsequent revisions.
- (2) Totals reported by the Commission on Higher Education do not agree with the totals reported in this estimate. Staff will bring totals into agreement in subsequent revisions.
- (3) Assignment of dollars to funding categories (A-K) above has been arbitrary where an agency reported several sources to be used but did not break amounts out by source. This should not affect the Capital Improvement Bonds figures. Staff will obtain clarification in subsequent revisions.

14772

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
STATE LAW ENFORCEMENT DIVISION: D-10	\$1,610,000				
1. Construct and Equip Chemistry Laboratory (A) Capital Improvement Bonds \$1,500,000	\$1,500,000				
2. Renovation of Headquarters for Investigative Department (A) Capital Improvement Bonds 54,707 (F) State General Funds (already transferred) 55,293	110,000				
<u>Source of Funds Summary</u>					
(A) Capital Improvement Bonds	\$1,554,707				
(F) State General Funds	55,293				
Total	<u>\$1,610,000</u>				

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
ADJUTANT GENERAL: E-24	\$3,381,694				
1. Camden Armory - Additional Funding (A) Capital Improvement Bonds \$ 54,497	54,497				
2. Cheraw Armory - Additional Funding (A) Capital Improvement Bonds 20,570	20,570				
3. Hampton Armory - Additional Funding (A) Capital Improvement Bonds 49,400	49,400				
4. Greer Armory - Additional Funding (A) Capital Improvement Bonds 49,400	49,400				
5. Charleston Armory (A) Capital Improvement Bonds 612,000 (I) Federal Funds 1,363,000	1,975,000				
6. Moncks Corner Armory - Additional Funding (A) Capital Improvement Bonds 18,000	18,000				
7. Vault Doors at Armories (A) Capital Improvement Bonds 65,000 (I) Federal Funds 187,000	252,000				
8. West Columbia Armory - Additional Funding (A) Capital Improvement Bonds 67,827	67,827				
9. Armory Renovations - Interior & Exterior (A) Capital Improvement Bonds 225,000	225,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY,AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
ADJUTANT GENERAL: E-24 (Continued)	\$3,381,694				
10. Roof Replacement, Waterproofing and Insulation at Armories (A) Capital Improvement Bonds \$ 250,000	\$ 250,000				
11. Heating Systems Replacement (A) Capital Improvement Bonds 90,000	90,000				
12. Equipment Storage Buildings (A) Capital Improvement Bonds 140,000	140,000				
13. Parking Lot Paving (A) Capital Improvement Bonds 150,000	150,000				
14. Security Fencing (A) Capital Improvement Bonds 40,000	40,000				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$1,831,694				
(I) Federal Funds	1,550,000				
Total	<u>\$3,381,694</u>				

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
STATE BUDGET AND CONTROL BOARD - DIVISION OF GENERAL SERVICES: F-12	\$ 823,000				
1. Renovations and Improvements - Calhoun Building (A) Capital Improvement Bonds \$ 100,000	\$ 100,000				
2. Renovations and Improvements - State House Grounds (A) Capital Improvement Bonds 135,000	135,000				
3. Relocate Emergency Generator - Capitol Complex (A) Capital Improvement Bonds 25,000	25,000				
4. Boyleston House and Garden Restoration - Phase II (A) Capital Improvement Bonds 300,000	300,000				
5. Improvements and Back-up System for Chilled Water - Middleton Building (A) Capital Improvement Bonds 20,000	20,000				
6. Environmental Control System for Employment Security Commission (A) Capital Improvement Bonds 93,000	93,000				
7. Renovations and Improvements - Existing Facilities (A) Capital Improvement Bonds 150,000	150,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
 SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
 1981 SESSIONS
 PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
STATE BUDGET AND CONTROL BOARD - DIVISION OF GENERAL SERVICES: F-12	\$823,000				

Source of Funds Summary

(A) Capital Improvement Bonds	\$823,000
Total	<u>\$823,000</u>

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
THE CITADEL: H-09	\$3,896,000	\$1,000,000			

- | | | |
|--|-------------|----------------------|
| 1. Daniel Library Expansion and Improvement
(A) Capital Improvement Bonds \$2,179,000 | \$2,179,000 | Disapproval
- 0 - |
| 2. Le Tellier Hall Addition and Renovation
(A) Capital Improvement Bonds 1,717,000 | 1,717,000 | (2) 1,000,000 |

Note: The Commission on Higher Education recommends disapproval of \$717,000 for additions.

Source of Funds Summary

(A) Capital Improvement Bonds	\$3,896,000	\$1,000,000
Total	<u>\$3,896,000</u>	<u>\$1,000,000</u>

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
CLEMSON UNIVERSITY/EDUCATION AND GENERAL: H-12 (Continued)					
9. Cabins for Camp Sertoma (A) Capital Improvement Bonds \$ 440,000	\$ 440,000				
10. Performing Arts Center (K) Private Funds 8,800,000	8,800,000 (I-A)	8,800,000			
11. Computer Resources Center (A) Capital Improvement Bonds 5,700,000	5,700,000	Deferral - 0 -			
12. Greenhouse and Headhouse for Forestry (A) Capital Improvement Bonds 210,500	210,500	Deferral - 0 -			
13. Renovation of Engineering Research (A) Capital Improvement Bonds 72,000	72,000	Deferral - 0 -			
<u>Source of Funds Summary</u>					
(A) Capital Improvement Bonds	\$ 38,093,500	\$ 11,990,000			
(K) Private Donations	8,800,000	8,800,000			
(C) Institution (Tuition) Bonds		2,000,000			
Total	<u>\$ 46,893,000</u>	<u>\$ 22,790,000</u>			

NOTE: (1) New Chemistry Building - \$2,200,000 of the \$4,600,000 requested from Capital Improvement Bonds was authorized in Act 518 of 1980 for renovation of the existing building and is therefore excluded from the totals. The Commission on Higher Education recommends the following funding in addition to the \$2,200,000 previously authorized:

(A) Capital Improvement Bonds	7,400,000
(C) Institution (Tuition) Bonds	2,000,000

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
CLEMSON UNIVERSITY/EDUCATION AND GENERAL: H-12	\$ 46,893,500	\$ 22,790,000			
1. New Chemistry Building (A) Capital Improvement Bonds \$11,600,000	\$11,600,000	(1) \$11,600,000	(See note following agency totals)		
2. South Carolina Energy Research and Development Center - Phase I (A) Capital Improvement Bonds 12,200,000	12,200,000	Deferral - 0 -			
3. Continuing Education Center - Phase I (A) Capital Improvement Bonds 4,900,000	4,900,000	Deferral - 0 -			
4. Expansion of Chill Water Facilities (A) Capital Improvement Bonds 1,200,000	1,200,000	(25) 1,200,000			
5. Expansion of Electrical Distribution System (A) Capital Improvement Bonds 890,000	890,000	(26) 890,000			
6. Comprehensive Plan - Phase II (A) Capital Improvement Bonds 175,000	175,000	Disapproval - 0 -			
7. "504" Compliance Modifications - Phases "B", "C", "D", and "E" (A) Capital Improvement Bonds 2,500,000	2,500,000	(22) 2,500,000			
8. Replacement of Building Components (A) Capital Improvement Bonds 406,000	406,000	Deferral - 0 -			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
THE COLLEGE OF CHARLESTON: H-15	\$7,412,300	\$6,542,300			
1. Science Center (Second Increment) (A) Capital Improvement Bonds \$4,682,000	\$4,682,000	(4) \$4,682,000			
2. Renovation and Alteration of Facilities (A) Capital Improvement Bonds 660,300	660,300	(23) 660,300			
3. Campus Development (A) Capital Improvement Bonds 550,000	550,000	(24) 550,000			
4. Purchase of Property (A) Capital Improvement Bonds 770,000	770,000	Deferral - 0 -			
5. Renovation of Athletic Center - A/E (A) Capital Improvement Bonds 100,000	100,000	Deferral - 0 -			
6. Physical Education Center Supplement (A) Capital Improvement Bonds 650,000	650,000	(N/A) 650,000			
<u>Source of Funds Summary</u>					
(A) Capital Improvement Bonds	\$7,412,300	\$6,542,300			
Total	\$7,412,300	\$6,542,300			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING		AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)		(2)	(3)	(4)	(5)	(6)
FRANCIS MARION COLLEGE: H-18		\$1,302,600	\$98,000			
0.	Campus Improvements					
	(G) Student Fees	\$120,000	\$ 120,000	Deferral		
				- 0 -		
1.	Physical Plant Expansion		98,000	(15) \$98,000		
	(A) Capital Improvement Bonds	98,000				
2.	Energy Conservation and General Development		580,800	Deferral		
	(A) Capital Improvement Bonds	580,800		- 0 -		
3.	Perimeter Road		419,800	Deferral		
	(A) Capital Improvement Bonds	419,800		- 0 -		
4.	Drainage and Site Improvements		84,000	Deferral		
	(A) Capital Improvement Bonds	84,000		- 0 -		
Source of Funds Summary						
	(A) Capital Improvement Bonds		\$1,182,600			
	(G) Operating Revenues		120,000	\$98,000		
	Total		\$1,302,600	\$98,000		

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
LANDER COLLEGE: H-21	\$9,825,000	\$5,415,000			
1. College Center - Phase II - Academic Facilities (A) Capital Improvement Bonds \$6,965,000	\$6,965,000	(3) \$5,415,000			
2. Land Acquisition I (A) Capital Improvement Bonds 375,000	375,000	Disapproval - 0 -			
3. Leslie School (A) Capital Improvement Bonds 1,364,000	1,364,000	Deferral - 0 -			
4. Land Acquisition II (A) Capital Improvement Bonds 215,000	215,000	Deferral - 0 -			
5. Planning Money for Physical Education - Complex (A) Capital Improvement Bonds 300,000	300,000	Disapproval - 0 -			
6. Renovation of Old Library (A) Capital Improvement Bonds 316,000	316,000	Deferral - 0 -			
7. Parking Facilities (A) Capital Improvement Bonds 290,000	290,000	Deferral - 0 -			
<u>Source of Funds Summary</u>					
(A) Capital Improvement Bonds	\$9,825,000	\$5,415,000			
Total	\$9,825,000	\$5,415,000			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
SOUTH CAROLINA STATE COLLEGE: H-24	\$16,660,860	\$8,684,000			
1. Women's Residence Hall (A) Capital Improvement Bonds \$2,500,000 Note: Commission on Higher Education recommends use of Housing Revenues as in Act 518 of 1980.	\$ 2,520,000	\$2,520,000			
2. School of Business Administration Building (A) Capital Improvement Bonds 6,164,300 Note: Commission of Higher Education recommends following funding: (A) Capital Improvement Bonds 4,500,000 (C) Institution (Tuition) Bonds 1,664,300	6,164,300	(9) 6,164,300			
3. Addition to Truth Dining Hall (A) Capital Improvement Bonds 975,000	975,000	Deferral - 0 -			
4. W.G. Donma Administrative Building (A) Capital Improvement Bonds 1,002,560	1,002,560	Deferral - 0 -			
5. Arts & Science Building (A) Capital Improvement Bonds 5,399,000	5,399,000	Deferral - 0 -			
6. Campus Expansion (A) Capital Improvement Bonds 600,000	600,000	Deferral - 0 -			

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
SOUTH CAROLINA STATE COLLEGE: H-24 (Continued)					

Source of Funds Summary

(A) Capital Improvement Bonds	\$16,660,860	\$4,500,000
(C) Institution (Tuition) Bonds		1,664,300
(G) Operating Revenues		2,520,000
Total	<u>\$16,660,860</u>	<u>\$8,684,300</u>

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
UNIVERSITY OF SOUTH CAROLINA: H-27	\$43,534,358	\$26,211,750			
A. Aiken Campus	\$ 5,363,573	\$ 1,250,000			

1. Fine Arts Center \$ 4,533,473 (I-D) 1,250,000
 (A) Capital Improvement Bonds \$3,283,573
 (K) Private Funds 1,250,000

Note: The Commission on Higher Education recommends deferral of Capital Improvement Bond portion.

2. Science Building - Planning 200,000 Deferral
 (A) Capital Improvement Bonds 200,000 - 0 -
3. Campus Development 630,000 Deferral
 (A) Capital Improvement Bonds 630,000 - 0 -

Source of Funds Summary - Aiken

(A) Capital Improvement Bonds	\$4,113,573	
(K) Private Funds	<u>1,250,000</u>	<u>\$1,250,000</u>
Total	<u>\$5,363,573</u>	<u>\$1,250,000</u>

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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1981 SESSIONS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
UNIVERSITY OF SOUTH CAROLINA: H-27 (Continued)					
B. Beaufort Campus	\$2,295,000	\$1,933,000			
1. Master Planning (C) Institution (Tuition) Bonds \$ 10,000	\$ 10,000	Disapproval - 0 -			
2. Acquisition/Renovation of Beaufort Elementary School and Campus Development (A) Capital Improvement Bonds 2,285,000	2,285,000	(5) \$1,933,000			
Source of Funds Summary - Beaufort					
(A) Capital Improvement Bonds	\$2,285,000	\$1,933,000			
(C) Institution (Tuition) Bonds	10,000				
Total	<u>\$2,295,000</u>	<u>\$1,933,000</u>			

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
UNIVERSITY OF SOUTH CAROLINA: H-27 (Continued)					
C. Coastal Campus	\$3,945,000	\$645,000			

- | | | | |
|----|--|-------------|-------------------|
| 1. | College Center - Phase II
(A) Capital Improvement Bonds \$1,400,000 | \$1,400,000 | Deferral
- 0 - |
| 2. | General Purpose Classroom Building
(A) Capital Improvement Bonds 1,900,000 | 1,900,000 | Deferral
- 0 - |
| 3. | Campus Development
(A) Capital Improvement Bonds 645,000 | 645,000 | (28) \$645,000 |

Note: The Commission on Higher Education recommends \$645,000 from Institution Bonds.

Source of Funds Summary - Coastal

(A) Capital Improvement Bonds	\$3,945,000	
(C) Institution (Tuition) Bonds		\$645,000
Total	<u>\$3,945,000</u>	<u>\$645,000</u>

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
UNIVERSITY OF SOUTH CAROLINA: H-27 (Continued)					
D. Columbia Campus	\$15,218,000	\$11,595,000			
1. Carolina Arts Center (A) Capital Improvement Bonds \$8,823,000	\$ 8,823,000	(7) \$ 5,200,000			
Note: The Commission on Higher Education recommends film library but deferral for 1200 seat auditorium.					
2. Handicapped Modifications (A) Capital Improvement Bonds 1,820,000	1,820,000	(22) 1,820,000			
3. Engineering Building (K) Private Funds 575,000	575,000	(I-F) 575,000			
4. Central Utilities - Phase IV (A) Capital Improvement Bonds 4,000,000	4,000,000	(27) 4,000,000			
Source of Funds Summary - Columbia					
(A) Capital Improvement Bonds	\$14,643,000	\$11,020,000			
(K) Private Funds	575,000	575,000			
Total	<u>\$15,218,000</u>	<u>\$11,595,000</u>			

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
UNIVERSITY OF SOUTH CAROLINA: H-27 (Continued)					
E. Lancaster Campus	\$359,000	\$359,000			

1. Hubbard Hall - Renovation \$272,750 (17) \$272,750
(A) Capital Improvement Bonds \$ 272,750

Note: The Commission on Higher Education
recommends funding from Institution
(Tuition) Bonds and Operating Revenues.

2. Handicapped Modifications 86,250 (22) 86,250
(A) Capital Improvement Bonds 86,250

Source of Funds Summary - Lancaster

(A) Capital Improvement Bonds	\$359,000	\$ 86,250
(C) Institution (Tuition) Bonds		272,750
Total	<u>\$359,000</u>	<u>\$359,000</u>

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
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AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
UNIVERSITY OF SOUTH CAROLINA: H-27 (Continued)					
F. Salkehatchie Campus	\$395,350	\$65,000			
1. Health, Safety, Energy Efficiency (A) Capital Improvement Bonds \$ 65,000	\$ 65,000	(11) \$65,000			
2. Old Building Renovation (A) Capital Improvement Bonds 179,350	179,350	Deferral - 0 -			
3. Landscaping and Parking (A) Capital Improvement Bonds 46,000	46,000	Deferral - 0 -			
4. New Construction - Greenhouse, Storage and Maintenance Buildings, and Planning for a Gymnasium (A) Capital Improvement Bonds 105,000	105,000	Deferral - 0 -			
Source of Funds Summary - Salkehatchie					
(A) Capital Improvement Bonds	\$395,350	\$65,000			
Total	\$395,350	\$65,000			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
UNIVERSITY OF SOUTH CAROLINA: H-27 (Continued)					
G. Spartanburg Campus	\$8,053,500	\$6,153,500			
1. Handicapped Modifications (A) Capital Improvement Bonds \$ 127,000	\$ 127,500	(22) \$ 127,500			
2. Humanities/Science Building (A) Capital Improvement Bonds 6,026.00 NOTE: The Commission on Higher Education recommends funding as follows: (A) Capital Improvement Bonds 5,476,000 (C) Institution (Tuition) Bonds 550,000	6,026,000	(10) 6,026,000			
3. Campus Development (A) Capital Improvement Bonds 1,900,000	1,900,000	Deferral - 0 -			
<u>Source of Funds Summary - Spartanburg</u>					
(A) Capital Improvement Bonds	\$8,053,500	\$5,603,500			
(C) Institution (Tuition) Bonds		550,000			
Total	<u>\$8,053,500</u>	<u>\$6,153,500</u>			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
UNIVERSITY OF SOUTH CAROLINA: H-27 (Continued)					
H. Sumter Campus	\$7,187,890	\$4,000,000			

1. Humanities/Health Science Center \$5,544,200 (14)\$4,000,000
(A) Capital Improvement Bonds \$5,544,200

Note: Commission on Higher Education
recommends a reduction in scope and the
following funding:

- (A) Capital Improvement Bonds 3,650,000
(C) Institution (Tuition) Bonds 350,000

2. Library Addition 1,557,440 Disapproval
(A) Capital Improvement Bonds 1,557,440 - 0 -

3. Campus Development 86,250 Deferral
(C) Institution (Tuition) Bonds 86,250 - 0 -

Note: The Commission on Higher Education
recommends using these funds for priority
1 above.

Source of Funds Summary - Sumter

(A) Capital Improvement Bonds	\$7,101,640	\$3,650,000
(C) Institution (Tuition) Bonds	86,250	350,000
Total	<u>\$7,187,890</u>	<u>\$4,000,000</u>

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
UNIVERSITY OF SOUTH CAROLINA: H-27 (Continued)					
I. Union Campus	\$ 537,045	\$ 211,250			
1. Handicapped Modifications (A) Capital Improvement Bonds \$ 86,250	\$ 86,250	(22) \$ 86,250			
2. Master Planning (A) Capital Improvement Bonds 10,000	10,000	Disapproval - 0 -			
3. Central School - Phase III (A) Capital Improvement Bonds 440,795	440,795	(12) 125,000			
Note: Commission on Higher Education recommends completion of the main wing with deferral of the second wing.					
Source of Funds Summary - Union					
(A) Capital Improvement Bonds	\$ 537,045	\$ 211,250			
Total	\$ 537,045	\$ 211,250			
Source of Funds Summary - Total Agency					
(A) Capital Improvement Bonds	\$41,433,108	\$22,569,000			
(C) Institution (Tuition) Bonds	1,825,000	1,825,000			
(K) Private Funds	96,250	1,817,750			
Total	\$43,534,358	\$26,211,750			
		\$			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
WINTHROP COLLEGE: H-47	\$ 7,520,000	\$ 7,520,000			
1. Replacement Dormitory (D) Student Housing Bonds and Hud Loan \$7,520,000	\$7,520,000	\$7,520,000			
2. Renovation and Energy Conservation (funded by Act 194 of 1979) (A) Capital Improvement Bonds 2,000,000	2,000,000	Excluded from total. - 0 -			
<u>Source of Funds Summary</u>					
(D) Institutional (Revenue) Bonds	<u>7,520,000</u>	<u>\$7,520,000</u>			
Total	<u>\$ 7,520,000</u>	<u>\$7,520,000</u>			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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1981 SESSIONS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
MEDICAL UNIVERSITY OF SOUTH CAROLINA: H-51	\$9,850,000	\$7,250,000			
1. University Hospital Renovations	\$2,600,000	Deferral			
(A) Capital Improvement Bonds \$2,600,000		- 0 -			
2. Psychiatric Institute	7,250,000 (I-C)	\$7,250,000			
(K) Other Funds 7,250,000					
Source of Funds Summary					
(A) Capital Improvement Bonds	\$2,600,000				
(K) Other Funds	7,250,000	\$7,250,000			
Total	<u>\$9,850,000</u>	<u>\$7,250,000</u>			

EXHIBIT
FEB 10 1981 NO. 16
STATE BUDGET & CONTROL BOARD
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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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1981 SESSIONS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
STATE BOARD FOR TECHNICAL & COMPREHENSIVE EDUCATION: H-59	\$41,541,838	\$20,067,729			
1. Midlands Tec (Airport Campus) - Site Work - Phase III (A) Capital Improvement Bonds \$1,215,920 (C) Institution (Tuition) Bonds 303,980 NOTE: The Commission on Higher Education recommends the following funding: (A) Capital Improvement Bonds 475,000 (C) Institution (Tuition) Bonds 1,044,900	\$ 1,519,900	(6) \$ 1,519,900			
2. Midlands Tec (Airport Campus) Library - Student Learning Resource Center (A) Capital Improvement Bonds 3,472,800 (C) Institution (Tuition) Bonds 868,200 NOTE: The Commission on Higher Education recommends use of funds for priority 1. above	4,341,000	Deferral -0-			
3. Florence-Darlington Tec - Engineering - Learning Resource Center (A) Capital Improvement Bonds 2,480,000 (J) Local Funds 620,000	3,100,000	(8) 3,100,000			
4. Sumter Area Tec - Developmental Studies/ Student Services Building (A) Capital Improvement Bonds 855,064 (J) Local Funds 213,765	1,068,829	(13) 1,068,829			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
STATE BOARD FOR TECHNICAL & COMPREHENSIVE EDUCATION: H-59 (Continued)					
5. Orangeburg-Calhoun Tec - Classroom/Labs	\$ 2,575,360	(16)	\$ 170,000		
(A) Capital Improvement Bonds \$2,060,288					
(J) Local Funds 515,072					
NOTE: The Commission on Higher Education recommends funds for design only.					
6. Equipment for The State Tec System	9,584,249	(18)	4,500,000		
(A) Capital Improvement Bonds 9,584,249					
NOTE: The Commission on Higher Education recommends deferral of \$5,084,249.					
7. Midlands Tec - Renovation of Shop/Classroom Building	212,000	(19)	212,000		
(A) Capital Improvement Bonds 169,600					
(C) Institution (Tuition) Bonds 42,400					
8. Tri-County Tec - Learning Resource Center and Administrative Building	4,300,000	(20)	4,300,000		
(A) Capital Improvement Bonds 2,800,000					
(J) Local Funds & Appalachian Council of Governments 1,500,000					
9. York Tec - Classroom Building/Learning Resource Center	4,042,500		Deferral -0-		
(A) Capital Improvement Bonds 3,234,000					
(J) Local Funds 808,500					

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
STATE BOARD FOR TECHNICAL & COMPREHENSIVE EDUCATION: H-59 (Continued)					

10. Spartanburg Tec - Industrial Training
Expansion \$ 700,000 (21) \$ 700,000
- (A) Capital Improvement Bonds \$560,000
(C) Institution (Tuition) Bonds 100,000
(J) Local Funds 40,000

NOTE: The Commission on Higher Education recommends funding entire project through Federal and Local sources.

11. Greenville Tec - Engineering Building -
Renovation and Expansion 720,000 (29) 720,000
- (A) Capital Improvement Bonds 216,000
(J) Local Funds 144,000
(J) Appalachian Council of
Governments 360,000

NOTE: The Commission on Higher Education recommends the following funding:

- (A) Capital Improvement Bonds 288,000
(J) Local and Federal Funds 432,000

12. Piedmont Tec - Expansion of Learning
Resource Center, Developmental Labs, and
Classrooms 1,353,000 Deferral
-0-
- (A) Capital Improvement Bonds 1,082,400
(J) Local Funds 270,600

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
STATE BOARD FOR TECHNICAL & COMPREHENSIVE EDUCATION: H-59 (Continued)					

13. Piedmont Tec - Engineering Technology Building					
(A) Capital Improvement Bonds	\$ 833,600	\$ 1,042,000	(30)	\$1,042,000	
(J) Local Funds	208,400				
14. Greenville Tec - Learning Resource Center		2,400,000		Deferral	
(A) Capital Improvement Bonds	1,920,000			-0-	
(J) Local Funds	480,000				
15. Spartanburg Tec - West Building Administration - Expansion and Renovation		848,000		Deferral	
(A) Capital Improvement Bonds	678,400			-0-	
(J) Local Funds	169,600				
16. Denmark Tec - Dormitory Construction		2,735,000	(I-B)	2,735,000	
(I) HUD Loan	2,735,000				
17. Trident Tec - Berkeley Campus Development		1,000,000			
(A) Capital Improvement Bonds	1,000,000				

NOTE: This project is a late submission which has not been reviewed by the Commission on Higher Education. Further information is pending.

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
STATE BOARD FOR TECHNICAL & COMPREHENSIVE EDUCATION: H-59 (Continued)					

Source of Funds Summary

(A) Capital Improvement Bonds	\$32,162,321	\$12,401,264
(C) Institution (Tuition) Bonds	1,314,580	1,087,300
(I) Federal Funds	2,735,000	2,735,000
(J) Local and Other Funds	5,329,937	3,844,105
Total	<u>\$41,541,838</u>	<u>\$20,067,729</u>

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF EDUCATION: H-63	\$25,212,381				
A. 1981 Requests	\$19,684,767				

1. Equipment for previously funded new or expanded facilities \$ 3,229,699
(A) Capital Improvement Bonds \$3,229,699
2. Replacement of obsolete or inoperable equipment 2,500,000
(A) Capital Improvement Bonds 2,500,000
3. Equipment for new courses in existing facilities 1,111,736
(A) Capital Improvement Bonds 1,111,736
4. West Ashley Vocational Center (Charleston) 3,012,438
(A) Capital Improvement Bonds 2,259,328
(J) Local Funds 753,110
5. Silver Bluff High School Vocational Wing (Aiken) 866,080
(A) Capital Improvement Bonds 500,000
(J) Local Funds 366,080
6. Hillcrest High School - Vocational Agriculture Addition (Sumter No. 2) 183,253
(A) Capital Improvement Bonds 137,440
(J) Local Funds 45,813

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF EDUCATION: H-63 (Continued)					
A. 1981 Requests (Continued)					
7. Kershaw County Vocational Center Vocational Lab Expansion	\$ 2,000,000				
(A) Capital Improvement Bonds \$1,500,000					
(J) Local Funds 500,000					
8. Florence School District No. 3 Career and Occupation Center - Agriculture - Greenhouse Expansion	340,346				
(A) Capital Improvement Bonds 255,260					
(J) Local Funds 85,086					
9. Westminster - Oakway High School - Vocational Wing (Oconee)	1,292,571				
(A) Capital Improvement Bonds 969,428					
(J) Local Funds 323,143					
10. Lexington Area Vocational Center - Vocational Lab Expansion	1,353,541				
(A) Capital Improvement Bonds 1,015,156					
(J) Local Funds 338,385					
11. Clinton High School - Expansion of Vocational Building (Laurens No.56)	400,150				
(A) Capital Improvement Bonds 300,113					
(J) Local Funds 100,037					

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF EDUCATION: H-63 (Continued)					
A. 1981 Requests (Continued)					
12. Hemmingway Area Vocational Center - Office Addition (Williamsburg)	\$ 15,900				
(A) Capital Improvement Bonds \$ 11,925					
(J) Local Funds 3,975					
13. Mayewood High School - Vocational Lab Addition (Sumter No. 2)	399,993				
(A) Capital Improvement Bonds 299,995					
(J) Local Funds 99,998					
14. Barnwell Area Vocational Center - Expansion	165,408				
(A) Capital Improvement Bonds 124,056					
(J) Local Funds 41,352					
15. Foothills Area Vocational Center (Greenville)	181,820				
(A) Capital Improvement Bonds 136,365					
(J) Local Funds 45,455					
16. Union Area Vocational Center - Expansion	347,970				
(A) Capital Improvement Bonds 260,978					
(J) Local Funds 86,992					

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF EDUCATION: H-63 (Continued)					
A. 1981 Requests (Continued)					
17. Dorchester Area Vocational Center - Expansion	\$ 80,804				
(A) Capital Improvement Bonds \$ 60,603					
(J) Local Funds 20,201					
18. Stratford High School Vocational Wing (Berkeley)	893,778				
(A) Capital Improvement Bonds 670,334					
(J) Local Funds 223,444					
19. Chester County Career Center - Expansion	1,309,280				
(A) Capital Improvement Bonds 981,960					
(J) Local Funds 327,320					
B. 1982 Requests	\$5,527,614				
1. Equipment for Proposed Vocational Centers	\$1,773,510				
(A) Capital Improvement Bonds \$1,773,520					
2. Gresham-Meggett Vocational Center - Renovation and Expansion (Charleston)	400,000				
(A) Capital Improvement Bonds 300,000					
(J) Local Funds 100,000					

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF EDUCATION: H-63 (Continued)					
B. 1982 Requests (Continued)					
3. Baptist Hill High School - Vocational Wing Expansion (Charleston)		\$396,440			
(A) Capital Improvement Bonds \$297,330					
(J) Local Funds 99,110					
4. Aiken Area Vocational Center - Expansion		498,200			
(A) Capital Improvement Bonds 373,650					
(J) Local Funds 124,550					
5. McBee High School - Vocational Wing Expansion (Chesterfield)		149,850			
(A) Capital Improvement Bonds 112,388					
(J) Local Funds 37,462					
6. Lee Area Vocational Center - Expansion		680,149			
(A) Capital Improvement Bonds 510,112					
(J) Local Funds 170,037					
7. Sumter High School Vocational Wing (Sumter No. 7)		465,255			
(A) Capital Improvement Bonds 350,000					
(J) Local Funds 115,255					

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF EDUCATION: H-63 (Continued)					
B. 1982 Requests (Continued)					

8. Seneca High School Vocational Wing
(Oconee) \$ 571,200
(A) Capital Improvement Bonds \$428,400
(J) Local Funds 142,800

9. Walhalla High School Vocational Wing
(Oconee) 593,000
(A) Capital Improvement Bonds 444,750
(J) Local Funds 148,250

Source of Funds Summary - Total Agency

(A) Capital Improvement Bonds	\$20,914,526
(J) Local Funds	4,297,855
Total	<u>\$25,212,381</u>

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
EDUCATIONAL TELEVISION COMMISSION: H-67	\$5,921,300				
1. Aiken Transmitter/Broadcast Station (A) Capital Improvement Bonds \$2,100,650	\$2,100,650				
2. Construction of Low Power Translator Stations (A) Capital Improvement Bonds 1,320,000	1,320,000				
3. Spartanburg ^{Orange} Transmitter/Broadcast Station (A) Capital Improvement Bonds 2,100,650	2,100,650				
4. Building Renovation/Purchase of Land and/or and/or Buildings - ETV Headquarters (A) Capital Improvement Bonds 400,000	400,000				
<u>Source of Funds Summary</u>					
(A) Capital Improvement Bonds	\$5,921,300				
Total	\$5,921,300				

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
WIL LOU GRAY OPPORTUNITY SCHOOL: H-71	\$45,000				
1. Asphalt Patching on Campus Roads		\$ 2,500			
(A) Capital Improvement Bonds \$ 2,500					
2. Tile Flooring in Four Buildings		25,000			
(A) Capital Improvement Bonds 25,000					
3. Renovate Shower Stalls - Girls Dormitory		7,500			
(A) Capital Improvement Bonds 7,500					
4. Replace Dishwasher at Cafeteria		10,000			
(A) Capital Improvement Bonds 10,000					
Source of Funds Summary					
(A) Capital Improvement Bonds		\$45,000			
Total		\$45,000			

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
SCHOOL FOR THE DEAF AND BLIND: H-75	\$6,376,200				
1. Vocational Education Facility (A) Capital Improvement Bonds \$4,440,000	\$4,440,000				
2. Replace 19 School Busses for Federal Handicapped Compliance (A) Capital Improvement Bonds 750,000	750,000				
3. Dormitory Renovations - Phase II (A) Capital Improvement Bonds 100,000	100,000				
4. Steam Line Replacement (I) Federal - DOE Funds 163,344 (G) Chapel Fund 35,856	199,200				
5. Three Emergency Power Generators (A) Capital Improvement Bonds 150,000	150,000				
6. Outdoor Athletic - Intramural Facility (A) Capital Improvement Bonds 237,000	237,000				
7. Replace Boiler for Physical Plant (A) Capital Improvement Bonds 500,000	500,000				
<u>Source of Funds Summary</u>					
(A) Capital Improvement Bonds	\$6,177,000				
(G) Other Funds/Operating Funds	35,856				
(I) Federal Funds	163,344				
Total	<u>\$6,376,200</u>				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
 SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
 1981 SESSIONS
 PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF ARCHIVES AND HISTORY: H-79	\$15,000				
1. Renovations of Inventory and Arrangement Division Workspace	15,000				
(A) Capital Improvement Bonds \$15,000					
Source of Funds Summary					
(A) Capital Improvement Bonds	\$15,000				
Total	\$15,000				

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
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AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
MUSEUM COMMISSION: H-95	\$11,090,000				

1. The South Carolina State Museum \$11,090,000
(A) Capital Improvement Bonds \$11,090,000

Source of Funds Summary

(A) Capital Improvement Bonds	\$11,090,000
Total	\$11,090,000

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF MENTAL HEALTH: J-12	\$ 32,821,689				

1. Central Energy Plant and Distribution System - State Hospital Additional Funding (E) Excess Departmental Revenue Bond Debt Service Funds \$ 495,000 \$ 495,000
2. Reroofing - Project Coil (E) Excess Departmental Revenue Bond Debt Service Funds 28,000 28,000
3. Reroof Renewing - Hall Institute (E) Excess Departmental Revenue Bond Debt Service Funds 99,000 99,000
4. Reroofing - McLendon Clinical Center State Hospital (E) Excess Departmental Revenue Bond Debt Service Funds 72,000 72,000
5. Village B. (B) Capital Improvement Bonds - Departmental 16,133,500 16,133,500
6. 88 Bed Patient Unit - Crafts-Farrow (E) Excess Departmental Revenue Bond Debt Service Funds 4,249,650 4,249,650
7. 176 Bed Patient Unit - State Hospital (E) Excess Departmental Revenue Bond Debt Service Funds 7,702,379 7,702,379

This request has been routed to the Joint Bond Review Committee for review and is excluded from the total. Project authorized in Act 518 of 1980.

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
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1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF MENTAL HEALTH: J-12 (Continued)					
8. Renewing Siding - Morris Village (E) Excess Departmental Revenue Bond Debt Service Funds \$ 65,000	\$ 65,000				
9. Village C	-0-				
10. Utilities and Site Improvement - Phase I Crafts-Farrow (E) Excess Departmental Revenue Bond Debt Service Funds 1,089,000	1,089,000		This project has been routed to the Joint Bond Review Committee for review and is excluded from the total. Approval of A&E requested of Committee.		
11. Addition to McLendon Infirmary Crafts-Farrow (E) Excess Departmental Revenue Bond Debt Service Funds 4,312,440	4,312,440				
12. Professional Library Expansion - W. S. Hall Psychiatric Institute (E) Excess Departmental Revenue Bond Debt Service Funds 159,720	159,720				
<u>Source of Funds Summary</u>					
(B) Capital Improvement Bonds - Departmental	\$16,133,500				
(E) Excess Departmental Revenue Bond Debt Service Funds	16,688,189				
Total	<u>\$ 32,821,689</u>				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF MENTAL RETARDATION: J-16	\$7,715,275				
1. Renovation of Swimming Pool - Coastal Center (E) Excess Departmental Bond Debt Service Funds \$ 150,000	\$ 150,000				
2. Support Facilities and Activity Program Facility - Pee Dee Center - Additional Funding (A) Capital Improvement Bonds 1,800,000	1,800,000				
3. Four Community Residences - Statewide (B) Capital Improvement Bonds - Departmental 835,275	835,275				
4. Renovations & Improvements of Hospital and Dormitories - Coastal Center (B) Capital Improvement Bonds - Departmental 1,000,000	1,000,000				
5. Utilities Improvement - Whitten Center (B) Capital Improvement Bonds - Departmental 255,000	255,000				
6. Energy Management and Control Retrofit - All Centers (B) Capital Improvement Bonds - Departmental 625,000	625,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF MENTAL RETARDATION: J-16 (Continued)					
7. Multi-Handicapped and Deaf/Blind Facilities - Coastal Center - Additional Funding (A) Capital Improvement Bonds \$ 750,000	\$ 750,000				
8. Frozen Food Warehouse (B) Capital Improvement Bonds - Departmental 275,000	275,000				
9. Program Building - Midlands Center (A) Capital Improvement Bonds 825,000	825,000				
10. Renovations and Equipment Upgrade - Whitten Center Laundry (B) Capital Improvement Bonds - Departmental 1,200,000	1,200,000				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$3,375,000				
(B) Capital Improvement Bonds - Departmental	4,190,275				
(E) Excess Departmental Revenue Bond Debt Service Funds	150,000				
Total	<u>\$7,715,275</u>				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
VOCATIONAL REHABILITATION DEPARTMENT: L-08	\$3,495,783				
1. Greenwood Vocational Rehabilitation Center	\$ 978,354				
(A) Capital Improvement Bonds \$ 978,354					
2. Vocational Rehabilitation - Administrative Office Building	1,989,320				
(A) Capital Improvement Bonds 1,989,320					
3. Vocational Rehabilitation - Comprehensive Center	528,109				
(A) Capital Improvement Bonds 528,109					
<u>Source of Funds Summary</u>					
(A) Capital Improvement Bonds	\$3,495,783				
Total	\$3,495,783				

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EXHIBIT
FEB 10 1981 NO. 16
STATE BUDGET & CONTROL BOARD

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
JOHN DE LA HOWE SCHOOL: L-12	\$877,000				
1. Upgrade Campus Power Lines (A) Capital Improvement Bonds \$250,000	\$250,000				
2. Install Sprinkler Systems and Enclose Stair Wells in Three Cottages (A) Capital Improvement Bonds 81,000	81,000				
3. Roofing/Guttering Repair for Seven Cottages and Kitchen Additions for Six Cottages (A) Capital Improvement Bonds 96,000	96,000				
4. Construct Two Cottages (A) Capital Improvement Bonds 400,000	400,000				
5. Renovate Swimming Pool (A) Capital Improvement Bonds 50,00	50,000				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$877,000				
Total	\$877,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
COMMISSION FOR THE BLIND: L-24	\$150,000				
1. Adult Adjustment and Training Center - Acquisition of Land (I) Federal Funds \$150,000	\$150,000				
Source of Funds Summary					
I. Federal Funds	\$150,000				
Total	\$150,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF CORRECTIONS: N-04	\$87,219,224				
1. Renovations/Life Safety Equipment (A) Capital Improvement Bonds \$ 2,052,650	\$ 2,052,650				
2. 432 Bed Medium Security Correctional Institution - Appalachian Region (No. 1) (A) Capital Improvement Bonds 22,641,512	22,641,512				
3. Psychiatric Building for Sentenced Inmates Kirkland Correctional Institution (A) Capital Improvement Bonds 1,713,719	1,713,719				
4. Laundry Equipment Replacement - Manning Correctional Institution (A) Capital Improvement Bonds 1,942,751	1,942,751				
5. 576 Bed Medium/Maximum Security Correctional Institution Midlands Region (A) Capital Improvement Bonds 24,673,296	24,673,296				
6. 432 Bed Medium Security Correctional Institution, Appalachian Region (No. 2) (A) Capital Improvement Bonds 22,182,538	22,182,538				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF CORRECTIONS: N-04 (Continued)					
7. 144 Bed Work Release Center, Midlands Region (A) Capital Improvement Bonds \$2,344,004	\$ 2,344,004				
8. 96 Bed Minimum Security Addition to Watkins Pre-Release Center (A) Capital Improvement Bonds 1,083,457	1,083,457				
9. 96 Bed Work Release Center, Appalachian Region (No. 1) (A) Capital Improvement Bonds 1,679,495	1,679,495				
10. 96 Bed Work Release Center, Appalachian Region (No. 2) (A) Capital Improvement Bonds 1,679,495	1,679,495				
11. Education/Program Services Facility Women's Correctional Center (A) Capital Improvement Bonds 400,374	400,374				
12. Multi-Purpose Recreation Building, Manning Correctional Institution (A) Capital Improvement Bonds 625,441	625,441				
13. Multi-Purpose Recreation Building, Manning Correctional Institution (A) Capital Improvement Bonds 632,044	632,044				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF CORRECTIONS: N-04 (Continued)					
14. Outpatient Clinic - Coastal Region (A) Capital Improvement Bonds \$1,860,528	\$ 1,860,528				
15. Commissary and Maintenance Building, Kirkland Correctional Institution (A) Capital Improvement Bonds 71,614	71,614				
16. Industries Warehouse, Department Headquarters (A) Capital Improvement Bonds 1,048,480	1,048,480				
17. Equipment for the Engineering and Maintenance Division (A) Capital Improvement Bonds 587,826	587,826				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$87,219,224				
Total	<u>\$87,219,224</u>				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF YOUTH SERVICES: N-12	\$7,524,890				
1. Birchwood Campus Exercise Area (A) Capital Improvement Bonds \$ 220,000	\$ 220,000				
2. Additional and Replacement Equipment (A) Capital Improvement Bonds 115,000	115,000				
3. Barrier Free Design - Phase II (A) Capital Improvement Bonds 60,000	60,000				
4. Central Laundry Facility (A) Capital Improvement Bonds 120,000	120,000				
5. Renovations and Additions - Reception and Evaluation Center (A) Capital Improvement Bonds 813,260	813,260				
6. Renovations and Additions - John G. Richards Campus (A) Capital Improvement Bonds 786,400	786,400				
7. Two Residential Treatment Centers (A) Capital Improvement Bonds 719,000	719,000				
8. Four Group Homes for Community Treatment (A) Capital Improvement Bonds 820,000	820,000				
9. Birchwood Activities Center and Natatorium (A) Capital Improvement Bonds 1,658,849	1,658,849				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
DEPARTMENT OF YOUTH SERVICES: N-12 (Continued)	\$7,524,890				
10. Renovations and Additions - Willow Lane Campus (A) Capital Improvement Bonds \$349,830	349,830				
11. Renovations of Facilities/Acquisition of Roof Scanning Device (A) Capital Improvement Bonds 75,000	75,000				
12. Vocational Education Addition - Birchwood School (A) Capital Improvement Bonds 552,201	552,201				
13. Storage Facilities (A) Capital Improvement Bonds 230,000	230,000				
14. Renovation of Central Annex (A) Capital Improvement Bonds 563,350	563,350				
15. Grounds Improvement, Lighting, Parking and Athletic Fields - Birchwood Campus (A) Capital Improvement Bonds 350,000	350,000				
16. Addition to Central Administration (A) Capital Improvement Bonds \$ 92,000	92,000				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$7,524,890				
Total	\$7,524,890				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
LAW ENFORCEMENT TRAINING COUNCIL: N-20	\$966,700				
1. Weapons Range Complex - Additional Funding	\$504,000				
(G) Bond Forfeitures and Fines \$504,000					
2. Water Mains for Weapons Range Complex	38,000				
(G) Bond Forfeitures and Fines 38,000					
3. Renovations of Roof - Criminal Justice Academy	75,000				
(G) Bond Forfeitures and Fines 75,000					
4. Solar Heat Collectors	87,200				
(G) Bond Forfeitures and Fines 87,200					
5. Construct Additional Parking for Students and Staff	22,500				
(G) Bond Forfeitures and Fines 22,500					
6. Pave Roads Accessing Weapons Range Complex	240,000				
(G) Bond Forfeitures and Fines 240,000					
Source of Funds Summary					
(G) Operating Revenues	\$966,700				
Total	\$966,700				

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
FORESTRY COMMISSION: P-12	\$2,310,700				
A. 1981 Requests	\$1,502,100				
1. Second Generation Seed Orchard Facility Hampton/Jasper County (A) Capital Improvement Bonds \$998,600	\$ 998,600				
2. District Office Building (Florence Vicinity) (A) Capital Improvement Bonds 125,900	125,900				
3. Land and District Office Building (Spartanburg Vicinity) (A) Capital Improvement Bonds 377,600	377,600				
B. 1982 Requests	\$ 808,600				
4. District Office, Repair Shop/Warehouse (Orangeburg District) (A) Capital Improvement Bonds \$389,300	\$ 389,300				
5. District Office, Repair Shop/Warehouse (Newberry District) (A) Capital Improvement Bonds 419,300	419,300				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$2,310,700				
Total	<u>\$2,310,700</u>				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF AGRICULTURE: P-16	\$1,130,500				
1. Columbia Farmers' Market - Renovations (G) Market Operating Revenues \$100,000	\$ 100,000				
2. Greenville Farmers' Market - Renovations (G) Market Operating Revenues 30,000	30,000				
3. Greenville Farmers' Market - Trucker's Shed (A) Capital Improvement Bonds 175,000	175,000				
4. Columbia Farmers' Market - Renovation of Truck Sheds (A) Capital Improvement Bonds 200,000	200,000				
5. Greenville Farmers' Market - Open Warehouse Building (A) Capital Improvement Bonds 450,000	450,000				
6. Renovation of Calibration Station (Columbia) (A) Capital Improvement Bonds 175,500	175,500				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$ 800,500				
(G) Market Operating Revenues	330,000				
Total	<u>\$1,130,500</u>				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
CLEMSON UNIVERSITY - PUBLIC SERVICE ACTIVITIES: P-20	\$11,024,000				
1. Supplement for Pee Dee Research and Educational Center (A) Capital Improvement Bonds \$3,100,000	\$ 3,100,000				
2. Laboratory for Hobcaw Barony (A) Capital Improvement Bonds 780,000 (K) Foundation Grant 100,000	880,000				
NOTE: The Foundation Grant is available on a match basis only.					
3. Bioengineering and Animal Sciences Research Surgery Facility (A) Capital Improvement Bonds 1,665,000 (K) Foundation Grants 1,400,000	3,065,000				
4. Greenhouses for Sandhill and Coastal Stations (A) Capital Improvement Bonds 96,000	96,000				
5. Replacement for Pendleton Road Insectary (A) Capital Improvement Bonds 233,000	233,000				
6. Finish Basement of Lehotsky Hall (Forest and Recreation Resources Building) (A) Capital Improvement Bonds 900,000	900,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
CLEMSON UNIVERSITY - PUBLIC SERVICE ACTIVITIES: P-20 (Continued)					

7. Laboratory and Headquarters Building -
Edisto Station \$ 2,750,000
(A) Capital Improvement Bonds \$2,750,000

Source of Funds Summary

(A) Capital Improvement Bonds	\$ 9,524,000
(K) Foundation Grants	1,500,000
Total	<u>\$11,024,000</u>

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
WILDLIFE AND MARINE RESOURCES DEPARTMENT: P-24	\$3,071,680				
1. Aquaculture Facility - Construction and Equipment (A) Capital Improvement Bonds \$2,400,000	\$2,400,000				
2. Lake Wallace Dam Improvements (A) Capital Improvement Bonds 550,000	550,000				
3. Styx Fish Hatchery - Storage (A) Capital Improvement Bonds 22,000	22,000				
4. Webb Center Improvements (A) Capital Improvement Bonds 20,000	20,000				
5. Improvements to District III Offices Barnwell (A) Capital Improvement Bonds 56,280	56,280				
6. Storage Facility at Clemson (A) Capital Improvement Bonds 23,400	23,400				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$3,071,680				
Total	\$3,071,680				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF PARKS, RECREATION, AND TOURISM: P-28	\$53,601,459				
1. Charles Towne Landing Facility - Rehabilitation (A) Capital Improvement Bonds \$ 600,000	\$ 600,000				
2. Lake Hartwell Destination Park Plan - Development (A) Capital Improvement Bonds 6,529,000 (I) HCRS and COE Federal Funds 6,000,000	12,529,000				
3. Hunting Island State Park - Redevelopment- Phase II (A) Capital Improvement Bonds 2,652,466 (I) HCRS Federal Funds 471,244	3,123,710				
4. Myrtle Beach Swimming Pool (A) Capital Improvement Bonds 200,000 (I) HCRS Federal Funds 200,000	400,000				
5. General Park Improvements (A) Capital Improvement Bonds 2,436,000	2,436,000				
6. Marketing Displays and Sales Tools for Welcome Centers (A) Capital Improvement Bonds 57,600	57,600				
7. South Carolina Recreation Land Trust Fund (A) Capital Improvement Bonds 1,000,000 (I) HCRS Federal Funds 750,000 (K) Donations and Local Match 500,000	2,250,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF PARKS, RECREATION, AND TOURISM: P-28 (Continued)					
8. Hickory Knob - Additional Lodging (A) Capital Improvement Bonds \$ 350,000	\$ 350,000				
9. Lake Richard B. Russell Recreation Sites (A) Capital Improvement Bonds 4,892,874 (I) COE Federal Funds 2,959,375	7,852,249				
10. Caesar's Head State Park Development (A) Capital Improvement Bonds 839,000 (I) HCRS Federal Funds 320,000	1,159,000				
11. Musgrove's Mill - Phase II Development (A) Capital Improvement Bonds 227,500 (I) HCRS Federal Funds 227,500	455,000				
12. Jasper Park - Phase II Construction (A) Capital Improvement Bonds 999,373 (I) HCRS Federal Funds 495,794	1,495,167				
13. Huntington Beach State Park - Castle Renovation (A) Capital Improvement Bonds 500,000	500,000				
14. Hampton Plantation Development - Phase III (A) Capital Improvement Bonds 380,000	380,000				
15. Sesquicentennial State Park - Swimming Pool (A) Capital Improvement Bonds 850,000	850,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
DEPARTMENT OF PARKS, RECREATION, AND TOURISM: P-28 (Continued)					
16. Landsford Canal Development - Phase IV (A) Capital Improvement Bonds \$ 75,000	\$ 75,000				
17. Drayton Hall State Park - Development (A) Capital Improvement Bonds 200,000	200,000				
18. Santee Shoreline Protection (A) Capital Improvement Bonds 200,000	200,000				
19. State Park Roads and Parking (A) Capital Improvement Bonds 750,000	750,000				
20. State Park Lakes - Dredging (A) Capital Improvement Bonds 75,000	75,000				
21. Myrtle Beach State Park - Picnic Area Parking (A) Capital Improvement Bonds 80,000 (I) HCRS Federal Funds 40,000	120,000				
22. Edisto Beach State Park - Lodging (A) Capital Improvement Bonds 635,000 (I) HCRS Federal Funds 240,000	875,000				
23. Edisto Beach State Park - Development (A) Capital Improvement Bonds 300,000	300,000				
24. Myrtle Beach State Park - Development (A) Capital Improvement Bonds 525,000 (I) HCRS Federal Funds 250,000	775,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF PARKS, RECREATION, AND TOURISM: P-28 (Continued)					
25. Myrtle Beach State Park - Pier Renovation (A) Capital Improvement Bonds \$815,000	\$815,000				
26. Cheraw State Park - Camp Renovation (A) Capital Improvement Bonds 330,000	330,000				
27. Redcliffe State Park - Development - Phase II (A) Capital Improvement Bonds 170,000	170,000				
28. Santee State Park - Lodging (A) Capital Improvement Bonds 230,000	230,000				
29. Kings Mountain State Park - Camp Renovation (A) Capital Improvement Bonds 140,000	140,000				
30. Old Dorchester - Development - Phase I (A) Capital Improvement Bonds 215,000	215,000				
31. Barnwell State Park - Swimming Pool (A) Capital Improvement Bonds 450,000 (I) HCRS Federal Funds 400,000	850,000				
32. Greenwood State Park - Lodging (A) Capital Improvement Bonds 535,000 (I) HCRS Federal Funds 65,000	600,000				
33. Lynches River State Park - Additions (A) Capital Improvement Bonds 387,000 (I) HCRS Federal Funds 287,000	674,000				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
DEPARTMENT OF PARKS, RECREATION, AND TOURISM: P-28 (Continued)					
34. Dreher Island State Park - Cabins (A) Capital Improvement Bonds \$370,000	\$ 370,000				
35. Dreher Island State Park - Bridge (A) Capital Improvement Bonds 535,000	535,000				
36. Oconee State Park - Development (A) Capital Improvement Bonds 615,000	615,000				
37. Warehouse Facilities - Service and Supply Center (A) Capital Improvement Bonds 260,000	260,000				
38. Charles Towne Landing - Kitchen Addition (A) Capital Improvement Bonds 200,000	200,000				
39. Sadler's Creek State Park - Development (A) Capital Improvement Bonds 580,000 (I) HCRS Federal Funds 155,000	735,000				
40. State Park Residences (A) Capital Improvement Bonds 650,000	650,000				
41. Hunting Island State Park - Redevelopment - Phase III (A) Capital Improvement Bonds 2,294,739 (U) HCRS Federal Funds 711,394	3,006,133				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

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AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
DEPARTMENT OF PARKS, RECREATION, AND TOURISM: P-28 (Continued)					
42. Lake Warren (Hampton County) - Development (A) Capital Improvement Bonds \$ 809,040 (I) HCRS Federal Funds 388,800	\$ 1,197,840				
43. Utilities Repairs - State Parks (A) Capital Improvement Bonds 400,000	400,000				
44. Rose Hill - Development (A) Capital Improvement Bonds 85,000	85,000				
45. Edisto Beach State Park - Campground (A) Capital Improvement Bonds 250,000	250,000				
46. Oconee Station - Development (A) Capital Improvement Bonds 200,000	200,000				
47. Givhans Ferry State Park - Renovations (A) Capital Improvement Bonds 125,000	125,000				
48. Keowee-Toxaway Cabins (A) Capital Improvement Bonds 240,000	240,000				
49. Lake Wateree Island Park Development (A) Capital Improvement Bonds 1,957,560 (I) HCRS Federal Funds 943,200	2,900,760				
Source of Funds Summary					
(A) Capital Improvement Bonds	\$38,197,152				
(I) Federal Funds	14,904,307				
(K) Other Funds	500,000				
Total	\$53,601,459				

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SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
PATRIOTS POINT DEVELOPMENT AUTHORITY: P-36	\$11,291,000				
1. Vehicles to move people visiting Patriots Point (G) Operating Revenues \$ 50,000	\$ 50,000				
2. Painting and Refurbishment - USS Laffey (G) Operating Revenues & Donations 310,000	310,000				
3. Entrance Control Gate - Patriots Point (G) Operating Revenues & Donations 26,000	26,000				
4. Marina and Supporting Facilities at Patriots Point (K) FHA Loan and Private Developers 10,700,000	10,700,000				
5. Ticket Booth and Gift Shop for Shore Side Complex at Patriots Point (G) Operating Revenue & Donations 205,000	205,000				
Source of Funds Summary					
(G) Operating Revenues	\$ 591,000				
(K) Other Funds	10,700,000				
Total	<u>\$11,291,000</u>				

14837

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
CLARKS HILL - RUSSELL AUTHORITY: P-40	\$2,940,000				

1. Little River Resort - Site Development \$2,940,000
(I) Federal Funds \$2,490,000

Source of Funds Summary

(I) Federal Funds	<u>\$2,940,000</u>
Total	<u>\$2,940,000</u>

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
EMPLOYMENT SECURITY COMMISSION: R-60	\$1,980,000				
1. Employment Security Office Building - (Aiken) (I) Federal Funds \$ 380,000	\$ 380,000				
2. Employment Security Office Building - Sumter (I) Federal Funds 360,000 (K) Sale of Office & Lot 100,000	460,000				
3. State Office Annex (I) Federal Funds 1,140,000	1,140,000				
Source of Funds Summary					
(I) Federal Funds	\$1,880,000				
(K) Other Funds	100,000				
Total	<u>\$1,980,000</u>				

14839

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
AERONAUTICS COMMISSION: U-04	\$38,061,161				
A. General Aviation Airports	\$15,333,961				

The following requests are for improvements to existing airports, unless indicated to be otherwise.

1. Marlboro County Airport		\$ 400,000
(A) Capital Improvement Bonds	\$ 200,000	
(H) Local Funds	200,000	
2. Beaufort County Airport		690,000
(A) Capital Improvement Bonds	84,000	
(H) FAA and Local Funds	606,000	
3. Berkeley County Airport		157,060
(A) Capital Improvement Bonds	34,000	
(H) FAA and Local Funds	123,060	
4. Barnwell County Airport		403,500
(A) Capital Improvement Bonds	40,350	
(H) FAA and Local Funds	363,150	
5. Twin City Airport (Loris)		69,600
(A) Capital Improvement Bonds	34,800	
(H) FAA and Local Funds	34,800	
6. Conway-Horry County Airport		800,000
(A) Capital Improvement Bonds	40,000	
(H) FAA and Local Funds	760,000	

14840

EXHIBIT
FEB 10 1981 NO. 16
STATE BUDGET & CONTROL BOARD

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING	AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)	(2)	(3)	(4)	(5)	(6)
AERONAUTICS COMMISSION: U-04 (Continued)					
A. General Aviation Airports (Continued)					
7. Greenville Downtown Airport (A) Capital Improvement Bonds \$ 72,856 (H) FAA and Local Funds 655,701	\$ 728,557				
8. Walterboro-Colleton Airport (A) Capital Improvement Bonds 61,620 (H) FAA and Local Funds 554,580	616,200				
9. John's Island Airport (Charleston) (A) Capital Improvement Bonds 33,250 (H) FAA and Local Funds 631,750	665,000				
10. Spartanburg Downtown Memorial Airport (A) Capital Improvement Bonds 201,298 (H) FAA and Local Funds 1,668,252	1,869,550				
11. Anderson County Airport (A) Capital Improvement Bonds 60,000 (H) FAA and Local Funds 1,140,000	1,200,000				
12. Sumter Municipal Airport (A) Capital Improvement Bonds 10,600 (H) FAA and Local Funds 10,600	21,200				
13. Owens Field (Richland County) (A) Capital Improvement Bonds 500,000 (H) Local Funds 562,438	1,062,438				

14841

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING		AGENCY REQUEST	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT)	BUDGET & CONTROL BOARD STAFF RECOMMEND.	BUDGET & CONTROL BOARD RECOMMEND.	JOINT BOND REVIEW COMMITTEE RECOMMEND.
(1)		(2)	(3)	(4)	(5)	(6)
AERONAUTICS COMMISSION: U-04 (Continued)						
A. General Aviation Airports (Continued)						
14.	Donaldson Center Airport		\$ 330,000			
	(A) Capital Improvement Bonds \$ 165,000					
	(H) Local Funds 165,000					
15.	Laurens County Airport		345,000			
	(A) Capital Improvement Bonds 34,500					
	(H) FAA and Local Funds 310,500					
16.	Trenton Airport (Edgefield County)		317,000			
	(A) Capital Improvement Bonds 158,500					
	(H) FAA and Local Funds 158,500					
17.	Pickens County Airport		575,000			
	(A) Capital Improvement Bonds 100,000					
	(H) FAA and Local Funds 475,000					
18.	Pageland Airport		45,000			
	(A) Capital Improvement Bonds 22,500					
	(H) Local Funds 22,500					
19.	Ridgeland Airport-New Airport Construction		1,247,600			
	(A) Capital Improvement Bonds 124,760					
	(H) FAA and Local Funds 1,122,840					
20.	East Cooper Airport-New Airport Construction (Charleston County)		2,564,000			
	(A) Capital Improvement Bonds 98,150					
	(H) FAA and Local Funds 2,465,850					

14842

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)		AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
AERONAUTICS COMMISSION: U-04 (Continued)						
A. General Aviation Airports (Continued)						
21.	McCormick County Airport		\$ 200,000			
	(A) Capital Improvement Bonds	\$100,000				
	(H) Local Funds	100,000				
22.	Pelion Corporate Airport		169,676			
	(A) Capital Improvement Bonds	84,838				
	(H) Local Funds	84,838				
23.	Cheraw Municipal Airport		21,200			
	(A) Capital Improvement Bonds	10,600				
	(H) Local Funds	10,600				
24.	Aiken Municipal Airport		836,380			
	(A) Capital Improvement Bonds	83,638				
	(H) Local Funds	752,742				
Source of Funds Summary - General Aviation Airports						
	(A) Capital Improvement Bonds		\$ 2,355,260			
	(H) FAA and Local Funds		12,978,701			
	Total		<u>\$15,333,961</u>			

14843

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
1981 SESSIONS
PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
AERONAUTICS COMMISSION: U-04 (Continued)					
B. Air Carrier Airports	\$ 22,727,200				

Unless otherwise indicated, the following requests are for improvements to existing airports.

- | | |
|---|------------|
| 1. Myrtle Beach Jetport - Access Road | \$ 20,000 |
| (A) Capital Improvement Bonds \$ 10,000 | |
| (H) Local Funds 10,000 | |
| 2. Florence City - County Airport | 1,700,000 |
| (A) Capital Improvement Bonds 65,000 | |
| (H) FAA and Local Funds 1,635,000 | |
| 3. Charleston International Airport | |
| Continue Construction | 18,039,200 |
| (A) Capital Improvement Bonds 3,390,710 | |
| (H) FAA and Local Funds 14,648,490 | |
| 4. Columbia Metropolitan Airport | 2,300,000 |
| (A) Capital Improvement Bonds 115,000 | |
| (H) FAA and Local Funds 2,185,000 | |
| 5. Greenville - Spartanburg Airport | 668,000 |
| (A) Capital Improvement Bonds 43,400 | |
| (H) FAA and Local Funds 624,600 | |

Source of Funds Summary -

Air Carrier Airports	
(A) Capital Improvement Bonds	\$ 3,624,110
(H) FAA and Local Funds	19,103,090
Total	<u>\$22,727,200</u>

14844

SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD
 SUMMARY OF PERMANENT IMPROVEMENT REQUESTS
 1981 SESSIONS
 PRELIMINARY REPORT - AS RECEIVED - 2/10/81

AGENCY PROJECT FUNDING (1)	AGENCY REQUEST (2)	COMMISSION ON HIGHER EDUC. RECOMMENDATION (PRIORITY, AMT) (3)	BUDGET & CONTROL BOARD STAFF RECOMMEND. (4)	BUDGET & CONTROL BOARD RECOMMEND. (5)	JOINT BOND REVIEW COMMITTEE RECOMMEND. (6)
AERONAUTICS COMMISSION: U-04 (Continued)					

Source of Funds Summary - Total Agency

(A) Capital Improvement Bond	\$ 5,979,370
(H) FAA and Local Funds	\$32,081,791
Total	<u>\$38,061,161</u>

EXHIBIT

STATE BUDGET AND CONTROL BOARD

REGULAR SESSION AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO. 17

ITEM NUMBER

5

STATE BUDGET & CONTROL BOARD

Agency: Finance Division (Grants and Contracts)

Subject: Waiver of Unpaid Claims

Mr. Vaughn advises that the 1980-81 Appropriations Act allows the Commissioner and Board of Social Services, with the concurrence of the Budget and Control Board, to terminate or suspend collection on any debt due the Department of Social Services provided there is no indication of fraud or misrepresentation on the part of the debtors.

Mr. Vaughn advises that, while a review of the audit exceptions was underway, funds associated with three contracts with the Department of Mental Health were placed in a separate account and retained there until the audit exceptions were resolved. He indicates also that this account has a total of \$669,882.54 in it as of February 2.

Mr. Vaughn further indicates that a review of this matter by the State Auditor's Office indicates that no fraud or misrepresentation is apparently present in these audit exceptions and that it recommends concurrence with the Commissioner and Board of DSS in the termination of efforts to collect debt due the Department of Social Services. In addition, the Auditor's Office recommends that the referenced funds be remitted immediately to the general fund of the State under the provisions of Section 14 of the 1980-81 Appropriations Act and that the Department of Social Services notify each agency affected of the Board's action.

Board Action Requested:

Consider

Staff Comment:

Attachments:

Vaughn February 2 memorandum to Putnam plus attachments

14846



EXHIBIT

FEB 10 1981

NO. 17

STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR
P.O. BOX 11333

COLUMBIA
29211

EDGAR A. VAUGHN, JR., CPA
STATE AUDITOR
(803) 758-3106

STATE BUDGET & CONTROL BOARD

JESSE A. COLES, JR., Ph.D.
DEPUTY STATE AUDITOR
(803) 758-3106

MEMORANDUM

TO: William T. Putnam, Executive Director
Budget and Control Board

FROM: Edgar A. Vaughn, CPA
State Auditor

DATE: February 2, 1981

SUBJECT: Waiver of Unpaid Claims for DSS Audit Exceptions of Title IV-A
and Title VI, Social Security Act

Section 42 of the 1980-1981 Appropriations Act allows the Commission of Social Services with the concurrence of the Budget and Control Board to terminate or suspend collection on any debt due the State Department of Social Services provided there is no indication of fraud or misrepresentation on the part of the debtors.

Public Law 95-291 precludes the Federal government from seeking the repayment of any funds paid to a state for use in its social service programs under Title I, IV-A, X, XIV or XVI of the Social Security Act for Audit exceptions.

The summary of Audit Funding for Title IV-A (pre-Title XX) and VI indicated state agencies, school districts, counties, and private non-profit organizations owed \$1,571,718 in audit exceptions of which \$295,313 was repaid to DSS and the Federal government leaving a remainder of \$1,276,405 as still outstanding.

The various agencies who have not repaid these obligations to DSS have used these funds to pay obligations of the service provider contracts during the period these contracts were in effect with the exception of three contracts with the Department of Mental Health.

The Department of Mental Health funds were placed in a separate account and were retained until the Audit exceptions were resolved.

This account is an earned fund account #23070150 and has a total of \$669,882.54 to date on hand.

The review of these actions by the State Auditor's Office indicate no fraud or misrepresentation is apparently present in these audit exceptions and recommends concurrence with the DSS Commissioner and DSS Board to cause collection to be terminated on any debt due the Department of Social Services and additionally recommend that those funds held in earned fund accounts awaiting the outcome

14847

of the Audit exceptions be remitted immediately to the General Funds of the State under provision of Section 14, 1980-1981 Appropriations Act and DSS notify each agency of the Board's action.

It is requested the State Budget and Control Board approve the above recommendations at their next meeting.

EXHIBIT

FEB 10 1981 NO. 17

STATE BUDGET & CONTROL BOARD

14848

State of South Carolina
State Budget and Control Board

RICHARD W. RILEY, CHAIRMAN
GOVERNOR
GRADY L. PATTERSON, JR.
STATE TREASURER
EARLEE MORRIS, JR.
COMPTROLLER GENERAL

Box 12444
Columbia
29211

REMBERT C. DENNIS
CHAIRMAN, SENATE FINANCE COMMITTEE
TOM G. MANGUM
CHAIRMAN, WAYS AND MEANS COMMITTEE

WILLIAM T. PUTNAM
EXECUTIVE DIRECTOR

M E M O R A N D U M

Date: December 17, 1980

TO: Edgar A. Vaughn, Jr.
FROM: W. T. Putnam *WTP*
RE: Department of Social Services
Waiver of Overpayments

RECEIVED
DEC 18 1980
STATE AUDITOR'S OFFICE
DIVISION OF ADMINISTRATION

Attached you will find a copy of a letter from Virgil L. Conrad, Commissioner of the Department of Social Services, in which he advises that his Board has authorized the waiving of repayments which were determined to be due by his audit section. These waivers would be granted under the provisions of Public Law 95-291.

I would appreciate your reviewing this file and, if in your opinion, the waivers are in order please present them to the Budget and Control Board at its meeting of January 13, 1981.

WTP:sc

Attachment

EXHIBIT
FEB 10 1981 NO. 17
STATE BUDGET & CONTROL BOARD

*Rec'd
90's Gov. Conf.
30 Jan 81*

14849



VIRGIL L. CONRAD
COMMISSIONER

South Carolina
Department of Social Services

P. O. BOX 1520
Columbia, South Carolina 29202

December 8, 1980

Mr. William T. Putnam
Executive Director
State Budget and Control Board
Post Office Box 12444
Columbia, South Carolina 29211

Dear Mr. Putnam:

Public Law 95-291 waives certain overpayments resulting from audit exceptions prior to October 1, 1975 (Title IV-A and Title VI). Our Office of Audits has reviewed the exceptions taken on these audit reports. Since the findings do not appear to be due to fraud or false claims, the State Board voted at its November 14th meeting to waive the Federal and State portion of the unpaid claims. This is consistent with P.L. 95-291 and our FY 1981 State Appropriations Act which contains a proviso (pages 402 and 403, section 42 - enclosure) to allow the Commissioner, with the concurrence of the Budget and Control Board to cause collection to be terminated or suspended on any debt due the State Department of Social Services.

Since there does not appear to be any fraud involved and the exceptions appear to be a result of technical aspects of contracts and accounting principles, I am requesting concurrence to waive the State portion of these debts for exceptions prior to October 1, 1975 (see enclosure).

The total (Federal Financial Participation, State and Other) funds waived would amount to \$1,276,405. The enclosed memorandum dated February 26, 1980 shows the State portion to be approximately \$35,300. Some estimations are involved since the same audit period involved Title IV-A and VI as well as Title XX funds.

If additional information or assistance is needed, please contact me or Mr. David C. Manuel, Director, External Audit Division at 758-8330.

Sincerely,

Virgil L. Conrad
Commissioner

VLC:smm

Enclosures

cc: Mr. J. Kenneth Shealy
Mr. William C. Hall

RECEIVED

DEC 17 1980

BUDGET AND CONTROL BOARD 14850
OFFICE OF EXECUTIVE DIRECTOR

South Carolina Board of Social Services

MARY D. DUSENBERRY CHAIRMAN AT-LARGE CLEMSON	GEORGE D. HAMILTON MEMBER FIRST DISTRICT AULTERBORG	DR. OSCAR P. BUTLER, JR. MEMBER SECOND DISTRICT ORANGEBURG	W. JERRY FEDDER MEMBER THIRD DISTRICT SENECA	JOHN C. WILLIAMS, JR. MEMBER FOURTH DISTRICT SPARTANBURG	DR. AGNES H. WILSON MEMBER FIFTH DISTRICT SUMTER	LUCY C. THROWER MEMBER SIXTH DISTRICT FLORENCE
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STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR

P.O. BOX 11333

COLUMBIA


29211

EDGAR A. VAUGHN, JR., CPA
STATE AUDITOR
(803) 758-3106

JESSE A. COLES, JR., PHD
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MEMORANDUM

TO: William T. Putnam, Executive Director
Budget and Control Board

FROM: Edgar A. Vaughn, CPA 
State Auditor

DATE: February 2, 1981

SUBJECT: Waiver of Unpaid Claims for DSS Audit Exceptions of Title IV-A
and Title VI, Social Security Act

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The summary of Audit Funding for Title IV-A (pre-Title XX) and VI indicated state agencies, school districts, counties, and private non-profit organizations owed \$1,571,718 in audit exceptions of which \$295,313 was repaid to DSS and the Federal government leaving a remainder of \$1,276,405 as still outstanding.

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14851

of the Audit exceptions be remitted immediately to the General Funds of the State under provision of Section 14, 1980-1981 Appropriations Act and DSS notify each agency of the Board's action.

It is requested the State Budget and Control Board approve the above recommendations at their next meeting.

State of South Carolina
State Budget and Control Board

RICHARD W. RILEY, CHAIRMAN
GOVERNOR
GRADY L. PATTERSON, JR.
STATE TREASURER
EARLE E. MORRIS, JR.
COMPTROLLER GENERAL



Box 12444
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REMBERT C. DENNIS
CHAIRMAN, SENATE FINANCE COMMITTEE
TOM G. MANGUM
CHAIRMAN, WAYS AND MEANS COMMITTEE

WILLIAM T. PUTNAM
EXECUTIVE DIRECTOR

M E M O R A N D U M

Date: December 17, 1980

TO: Edgar A. Vaughn, Jr.
FROM: W. T. Putnam *WTP*
RE: Department of Social Services
Waiver of Overpayments

RECEIVED
DEC 18 1980
STATE AUDITOR'S OFFICE
DIVISION OF ADMINISTRATION

Attached you will find a copy of a letter from Virgil L. Conrad, Commissioner of the Department of Social Services, in which he advises that his Board has authorized the waiving of repayments which were determined to be due by his audit section. These waivers would be granted under the provisions of Public Law 95-291.

I would appreciate your reviewing this file and, if in your opinion, the waivers are in order please present them to the Budget and Control Board at its meeting of January 13, 1981.

WTP:sc

Attachment

*All funds
go to Sen. Conrad -
P
30 Jan 81*

14853



VIRGIL L. CONRAD
COMMISSIONER

South Carolina
Department of Social Services



P. O. BOX 1520
Columbia, South Carolina 29202

December 8, 1980

Mr. William T. Putnam
Executive Director
State Budget and Control Board
Post Office Box 12444
Columbia, South Carolina 29211

Dear Mr. Putnam:

Public Law 95-291 waives certain overpayments resulting from audit exceptions prior to October 1, 1975 (Title IV-A and Title VI). Our Office of Audits has reviewed the exceptions taken on these audit reports. Since the findings do not appear to be due to fraud or false claims, the State Board voted at its November 14th meeting to waive the Federal and State portion of the unpaid claims. This is consistent with P.L. 95-291 and our FY 1981 State Appropriations Act which contains a proviso (pages 402 and 403, section 42 - enclosure) to allow the Commissioner, with the concurrence of the Budget and Control Board to cause collection to be terminated or suspended on any debt due the State Department of Social Services.

Since there does not appear to be any fraud involved and the exceptions appear to be a result of technical aspects of contracts and accounting principles, I am requesting concurrence to waive the State portion of these debts for exceptions prior to October 1, 1975 (see enclosure).

The total (Federal Financial Participation, State and Other) funds waived would amount to \$1,276,405. The enclosed memorandum dated February 26, 1980 shows the State portion to be approximately \$35,300. Some estimations are involved since the same audit period involved Title IV-A and VI as well as Title XX funds.

If additional information or assistance is needed, please contact me or Mr. David C. Manuel, Director, External Audit Division at 758-8330.

Sincerely,

Virgil L. Conrad
Commissioner

VLC:smm

Enclosures

cc: Mr. J. Kenneth Shealy
Mr. William C. Hall

RECEIVED

DEC 17 1980

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

14854

South Carolina Board of Social Services

MARY D. DUSENBERRY
CHAIRMAN
AT-LARGE
CLEMSON

GEORGE D. HAMILTON
MEMBER
FIRST DISTRICT
WALTERBORO

DR. OSCAR P. BUTLER, JR.
MEMBER
SECOND DISTRICT
ORANGEBURG

W. JERRY FEDDER
MEMBER
THIRD DISTRICT
SENECA

JOHN C. WILLIAMS, JR.
MEMBER
FOURTH DISTRICT
SPARTANBURG

DR. AGNES H. WILSON
MEMBER
FIFTH DISTRICT
SUMTER

LUCY C. THROWER
MEMBER
SIXTH DISTRICT
FLORENCE

September 12, 1980

Mr. Virgil L. Conrad
Commissioner

William C. Hall, Executive Assistant
Office of Audits

Fraud Certification Statement Relative to Title IV-A and VI Audits

I hereby certify that, in accordance with the mandate contained in Section 42 of the Appropriations Act for FY 80/81, I have reviewed the findings of audits involving Title IV-A and VI funding, and hereby state that based on the information contained therein and in accordance with generally accepted auditing standards and procedures, it is my opinion there is no indication of fraud, presentation of a false claim, or misrepresentation on the part of any debtor or other party in interest, therein.

Accordingly, it is my opinion that any indebtedness found to be due or owing by said audits may be properly compromised, with collection being terminated or suspended, by the Commissioner of the South Carolina Department of Social Services.

WCH:cj

cc: Ms. Gwen Power

14855

of Social Services shall be available to other state agencies, if not in conflict with federal regulations.

Provided, Further, That the Department of Social Services shall contract with the Judicial Department to provide services as are necessary in order for the Judicial Department to carry out the provisions of Article 7, Chapter 17, of Title 44 of the 1976 Code.

Provided, Further, That any funds received by the Department of Social Services through the contract with the Judicial Department shall be used by the Department for the purpose of defraying costs incurred by the agency for those services.

Provided, Further, That in no case shall the sum received from the Judicial Department for services provided for Article 7, Chapter 17, of Title 44 of the 1976 Code exceed \$10.00 per appointment per case.

Provided, Further, That until the implementation of a uniform physician fee schedule, the Department shall continue to pay physician's fees in the same manner that such fees are now paid.

Provided, Further, That any unexpended balance on June 30, 1980, not to exceed \$200,000, of the amount appropriated in Section 42 of Act 199 of 1979 (the State general appropriation act) for salary reclassification for social workers may be carried forward and expended for such purpose in fiscal year 1980-81.

Provided, Further, That from the appropriation made herein for General Assistance, the Department may elect to supplement the income of individuals who reside in licensed residential care facilities and who either qualify as aged, blind or disabled under the definitions of Public Law 92-603, U. S. Code, or who would qualify except for income limitations. The Department may elect to supplement the income of the above defined group up to a maximum of \$345.00 per month. The residential care facilities are authorized to charge a fee of \$320.00 per month for this defined group, and the Department will allow an additional \$25.00 per month for the individual's personal needs.

~~*Provided, Further,* That the Commissioner of the State Department of Social Services, with the concurrence of the Budget and Control Board, pursuant to regulations prescribed by him, may compromise or cause collection to be terminated or suspended on any debt due the State Department of Social Services. *Provided,* however, no such debt shall be waived unless federal law and regulations permit the waiver of the federal share or federal financial participation~~

~~percentage of such debt. *Provided, Further,* the Commissioner of the South Carolina Department of Social Services shall not exercise the foregoing authority with respect to a claim as to which there has been or is an indication of fraud, the presentation of such a false claim, or misrepresentation on the part of the debtor or any other party having an interest in the claim.~~

Provided, Further, That the eight professional positions reporting to the Commissioner as the executive staff shall be exempt from the classification and Compensation Plan notwithstanding the provisions of Section 7, Act 190 of 1975 and *Provided, Further,* that these positions named above shall not be subject to the provisions of Section 4, Act 1025 of 1974 as amended for one year, except that in a case of dismissal these positions shall be covered by the provisions of Section 4 of Act 1025 of 1975. *Provided, However,* that none of these provisions shall apply to the General Counsel.

Provided, Further, That notwithstanding the provisions of Act 184 of 1977, relating to the regulation of child day care facilities, the department may extend provisional licenses and provisional approvals for a period of not longer than one year but in no case beyond July 1, 1981.

Provided, Further, That the Department of Social Services shall implement the periodic interim payments (H.I.M. 15, Section 2407) method of reimbursement for all eligible hospital providers in the South Carolina medicaid program who elect this method. It is the intent of the General Assembly that payments be made to providers at least monthly.

Provided, Further, That for the purposes of this proviso the S. C. Department of Mental Retardation and S. C. Department of Mental Health shall be considered as hospital providers.

SECTION 43

State Agency of Vocational Rehabilitation
(Budget Reference: Volume II, Page 1878)

I. Administration:	Total Funds		General Funds	
Personal Service:				
Commissioner	\$	45,517	\$	45,517
		(1)		(1)
Classified Positions		1,013,787		352,200
		(62)		(62)

February 26, 1980

Ms. Gwen Power
Special Assistant to the Commissioner

William C. Hall
Acting Executive Assistant
Office of Audits

Request By Judy DeVlieghe For A Summary Of Title IV-A And VI Audit
Findings By Source Of Funds

Attached is a Summary of Providers who have been over-reimbursed in the amount of \$1,571,718 as a result of audits of Title IV-A and VI Programs. The following summary provides a funding breakdown as well as the recoupments made to date relative to our audits:

<u>Fund Source</u>	<u>Overpayment</u>	<u>Recoupments</u>	<u>Balance Due</u>
State Funds:			
Match	\$ 26,155	\$ (1,365)	\$ 24,790
Other	<u>20,894</u>	<u>(10,374)</u>	<u>10,520</u>
Sub-Total - State Funds	\$ 47,049	\$ (11,739)	\$ 35,310 *
Federal Funds:			
ARC	\$ 38,260	\$ (33,228)	\$ 5,032
Title IV-A and VI	<u>1,489,894</u>	<u>(249,096)</u>	<u>1,240,798</u>
Sub-Total - Federal Funds	\$1,528,154	\$(282,324)	\$1,245,830
Other	<u>\$ (3,485)</u>	<u>\$ (1,250)</u>	<u>\$ (4,735)</u>
GRAND TOTAL	<u>\$1,571,718</u>	<u>\$(295,313)</u>	<u>\$1,276,405</u>

14857 ATT. Q

Memorandum to Ms. Gwen Power
February 26, 1980
Page 2

From our analysis of the findings, we determined that only three (3) of nineteen (19) types of discrepancies could be considered as direct violations of the Title VI-A and/or VI regulations. The overpayments due to the remaining sixteen (16) findings were violations of contract conditions or generally accepted accounting principles and, in our opinion, should be refunded to the Department. The following schedule shows the amount of funds involved in each of these two (2) areas:

<u>Type of Findings</u>	<u>Amount</u>
I. Direct Violations of Title IV-A and/or MI Regulations	\$ 519,198
II. Violation of Contract and/or Accepted Accounting Principles	<u>1,052,520</u>
TOTAL OVERPAYMENTS	<u>\$1,571,718</u>

If you have further questions, please call.

WCH:Mr

Attachment

14858

Summary of:
Title IV-A and VI Audit Findings
By Funding Source
7/1/74 - Current Date

14859

Provider	State Funds		ARC	Title IV-A and VI	Other		Recoupments	Total
	Match	Other			Explanation	Amount		
Committee for Betterment of Poor People	\$ 1,669	\$ 1,773	.	\$ 6,946				\$ 10,380
Oconee School District - ARC			\$ 10,268 (B)				(B)	10,268
Alcohol and Drug Abuse				6,241				6,241
Oconee School District - ARC			11,727 (B)				(B)	11,727
S. C. Mental Retardation				527,031				527,031
Anderson V - ARC			4,124	5,152			(C)	9,276
Anderson I - ARC			978 (A)				(B)	978
Anderson V - ARC				16,198				16,198
Anderson I - ARC			(511)					(511)
Pickens County - ARC			3,303 (B)	5,669 (B)			(B)	8,972
Pickens County - ARC			5,074 (B)				(B)	5,074
Greenville County - ARC			1,878 (B)				(B)	1,878
County of Cherokee - School District I					See "A" Below	\$ 1,226		1,226
Anderson V			1,419					1,419
Page 2 .	\$ 1,669	\$ 1,773	\$ 38,260	\$ 567,237		\$ 1,226		\$ 610,165
Page 1	24,486	\$ 19,121		922,657		(4,711)		961,553
Grand Totals	\$26,155	\$ 20,894	\$ 38,260	\$1,489,894		\$ (3,485)		\$1,571,710
Recoupments (B)	(1,365)	(10,374)	(33,228)	(249,096)		(1,250)		(295,313)
BALANCE DUE	\$24,790	\$ 10,520	\$ 5,032	\$1,240,798		\$ (4,735)		\$1,276,405

- (A) The findings in this audit have been incorporated with a current audit.
 (B) Key for recoupments.
 (C) The total amount due is \$14,428, Title XX funds represent \$5,152 of this overpayment.
 (D) The total amount due is \$2,205, of this amount \$1,871 has been recouped.

669,772

Summary of:
Title IV-A and VI Audit Findings
By Funding Source
7/1/74 - Current Date

14860

Provider	State Funds		ARC	Title IV-A and VI	Other		Recoupments	Total
	Match	Other			Explanation	Amount		
Dept. of Education - 1st Quarter				\$ 1,348 (B)		(B)	\$ 1,348	
Dept. of Education - 2nd Quarter				22,575 (B)		(B)	22,575	
Christian Child Care	\$ 10 (B)			24 (B)		(B)	34	
Anderson - District 1				23 (B)		(B)	23	
Service Council of Aiken				964 (B)		(B)	964	
Family Services of Charleston				211 (B)		(B)	211	
Williamsburg County				12,158 (B)		(B)	12,158	
Greenville YWCA		4,305 (B)				(B)	4,305	
Sumter Housing	485 (B)			1,819 (B)		(B)	2,304	
Pawley's Island		1,739		3,093			4,832	
DMH - State Hospital				86,012 ✓			86,012	
DMH - Crafts Farrow				24,947 ✓			24,947	
DMH - Alcohol and Drug				438,504 ✓			438,504	
Dept. of Education - 3rd & 4th Quarter				172,375 (B)		(B)	172,375	
Horry County Day Care	870 (B)	595 (B)		1,965 (B)		(B)	3,430	
UCCD, Inc.		3,068 (B)				(B)	3,068	
GLEAMS, Inc.	23,121	7,008		69,362	Prior Audit Payable	\$(6,690)	92,201	
USC - Salkehatchie (Day Care)				19,201			19,201	
USC - Lancaster				14,831			14,831	
USC - Beaufort				10,912			10,912	
USC - Union				1,718			1,718	
Beaufort County Council on Aging				3,750 (B)	Donor Montes (B) 1,250	(B)	5,000	
S. C. Appalachian Council of Gov.				2,205 (B)(D)		(B)(D)	2,205	
Pee Dee Regional				2,187	Donor Montes 729		2,916	
Florence Housing				8,049			8,049	
DHHC				24,344 (B)		(B)	24,344	
Phyllis Wheatley		2,406 (B)				(B)	2,406	
Page Total	\$24,406	\$19,121		\$922,657		\$(4,711)	\$ 961,553	

of Social Services shall be available to the Department in conflict with federal regulations.

Provided, Further, That the Department of Social Services shall contract with the Judicial Department to provide services as are necessary in order for the Judicial Department to carry out the provisions of Article 7, Chapter 17, of Title 44 of the 1976 Code.

Provided, Further, That any funds received by the Department of Social Services through the contract with the Judicial Department shall be used by the Department for the purpose of defraying costs incurred by the agency for those services.

Provided, Further, That in no case shall the sum received from the Judicial Department for services provided for Article 7, Chapter 17, of Title 44 of the 1976 Code exceed \$10.00 per appointment per case.

Provided, Further, That until the implementation of a uniform physician fee schedule, the Department shall continue to pay physician's fees in the same manner that such fees are now paid.

Provided, Further, That any unexpended balance on June 30, 1980, not to exceed \$200,000, of the amount appropriated in Section 42 of Act 199 of 1979 (the State general appropriation act) for salary reclassification for social workers may be carried forward and expended for such purpose in fiscal year 1980-81.

Provided, Further, That from the appropriation made herein for General Assistance, the Department may elect to supplement the income of individuals who reside in licensed residential care facilities and who either qualify as aged, blind or disabled under the definitions of Public Law 92-603, U. S. Code, or who would qualify except for income limitations. The Department may elect to supplement the income of the above defined group up to a maximum of \$345.00 per month. The residential care facilities are authorized to charge a fee of \$320.00 per month for this defined group, and the Department will allow an additional \$25.00 per month for the individual's personal needs.

Provided, Further, That the Commissioner of the State Department of Social Services, with the concurrence of the Budget and Control Board, pursuant to regulations prescribed by him, may compromise or cause collection to be terminated or suspended on any debt due the State Department of Social Services. *Provided,* however, no such debt shall be waived unless federal law and regulations permit the waiver of the federal share or federal financial participation

South Carolina Department of Social Services shall not exercise the foregoing authority with respect to a claim as to which there has been or is an indication of fraud, the presentation of such a false claim, or misrepresentation on the part of the debtor or any other party having interest in the claim.

Provided, Further, That the eight professional positions reporting to the Commissioner as the executive staff shall be exempt from the classification and Compensation Plan notwithstanding the provisions of Section 7, Act 190 of 1975 and *Provided, Further,* that these positions named above shall not be subject to the provisions of Section 4, Act 1025 of 1974 as amended for one year, except that in a case of dismissal these positions shall be covered by the provisions of Section 4 of Act 1025 of 1975. *Provided, However,* that none of these provisions shall apply to the General Counsel.

Provided, Further, That notwithstanding the provisions of Act 184 of 1977, relating to the regulation of child day care facilities, the department may extend provisional licenses and provisional approvals for a period of not longer than one year but in no case beyond July 1, 1981.

Provided, Further, That the Department of Social Services shall implement the periodic interim payments (H.I.M. 15, Section 2407) method of reimbursement for all eligible hospital providers in the South Carolina medicaid program who elect this method. It is the intent of the General Assembly that payments be made to providers at least monthly.

Provided, Further, That for the purposes of this proviso the S. C. Department of Mental Retardation and S. C. Department of Mental Health shall be considered as hospital providers.

SECTION 43

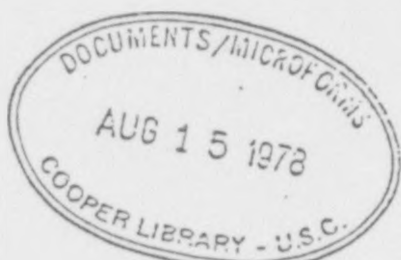
State Agency of Vocational Rehabilitation
(Budget Reference: Volume II, Page 1878)

I. Administration:	Total Funds		General Funds	
Personal Service:				
Commissioner	\$	45,517	\$	45,517
		(1)		(1)
Classified Positions		1,013,787		352,200
		(62)		(62)

60/81

14861

SOCIAL SECURITY ACT, EXPENDITURE
REIMBURSEMENT. APPROPRIATION
AUTHORIZATION



100 - Ballard - Tel #202-245-7121
DHZW - D.C. Audit?

14862

Public Law 95-291
95th Congress

An Act

June 12, 1978

[H.R. 11370]

Social Security
Act, expenditure
reimbursement.
Appropriation
authorization.
42 USC 1397a
note.

42 USC 301,
601, 801 note,
1201 note, 1351
note, 1381.
"Unpaid claim."

42 USC 1320b
note.

42 USC 1397a
note.

42 USC 301,
601, 801 note,
1201 note, 1351
note, 1381.

To authorize an appropriation to reimburse certain expenditures for social services provided by the States prior to October 1, 1975, under titles I, IV-A, VI, X, XIV, and XVI of the Social Security Act.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) there is authorized to be appropriated for the fiscal year which ends on September 30, 1979, not to exceed \$143,000,000, to remain available until expended, to enable the Secretary of the Treasury to pay to any State the amount determined by the Secretary of Health, Education, and Welfare (hereinafter in this Act referred to as the "Secretary"), in accordance with the succeeding provisions of this Act, to be payable to the State in settlement of the unpaid claim of the State against the United States for reimbursement of expenditures made by the State prior to October 1, 1975, with respect to services (and related administrative costs) which the State asserts were provided (or incurred) under an approved State plan pursuant to title I, IV-A, VI, X, XIV, or XVI of the Social Security Act.

(b) For purposes of this Act, the term "unpaid claim" of any State means (subject to the succeeding sentence) the total amount of Federal reimbursement for expenditures of the type specified in subsection (a) which has not been paid to such State prior to the date of enactment of this Act. In determining such total amount in the case of any State, any portion thereof attributable to expenditures made in any fiscal year with respect to which the provisions of section 1130 of the Social Security Act (as then in effect) were applicable shall be reduced (but not below zero) by the excess (if any) of (1) the aggregate of the portion of such total amount attributable to expenditures made in such year and the total amount of the Federal reimbursement paid prior to the date of enactment of this Act to such State with respect to expenditures made in such year, over (2) the State's allotment determined under such section 1130 for such year.

SEC. 2. (a) In the case of that portion of the unpaid claim of a State that the Secretary determines was asserted against the United States, in the form and manner prescribed by the Secretary with respect to the filing of claims under titles I, IV-A, VI, X, XIV, and XVI of the Social Security Act, prior to April 1, 1977, the Secretary shall certify to the Secretary of the Treasury for payments to the State the sum of—

- (1) an amount equal to 38 percent of so much of such portion as does not exceed \$50,000,000;
- (2) an amount equal to 35 percent of so much of such portion as exceeds \$50,000,000 but does not exceed \$150,000,000; and
- (3) an amount equal to 21 percent of so much of such portion as exceeds \$150,000,000;

except that the percentage specified in paragraph (1) shall be 38 percent and the percentage specified in paragraph (2) shall be 30 percent in the case of a State if the portion of the unpaid claim of such State referred to in the preceding provisions of this subsection equals or exceeds 5 percent of the sum of (A) such portion and (B) the

total amount of Federal reimbursement for expenditures of the type described in the first section of this Act which has been paid to such State prior to the date of enactment of this Act but with respect to which formal steps have been initiated by the Secretary to recover such reimbursement.

(1) In the case of the portion of the unpaid claims of a State that the Secretary determines meets the requirements of subsection (a), except that the claim was asserted, in the form and manner prescribed by the Secretary, on or after April 1, 1977, but prior to the ninety-first day following the date upon which this Act is enacted, the Secretary shall certify to the Secretary of the Treasury for payment to the State, subject to paragraph (2), an amount equal to 15 percent of so much of such portion as he finds to be for the provision of services that he finds the State provided and for which he has not provided reimbursement, but the expenditures for which were reimbursable under title I, IV-A, VI, X, XIV, or XVI of the Social Security Act prior to April 1, 1977, or, if not services the expenditures for which were reimbursable, are services of a similar kind and are not otherwise reimbursable under this Act.

(2) The Secretary may not certify for payment to any State under the authority of this subsection an aggregate amount that exceeds 5 percent of that State's allotment for the fiscal year 1973 of social service funds under titles I, IV-A, X, XIV, and XVI of the Social Security Act, as determined in accordance with section 1130(b) of such Act, as the amount certified for payment to the State under subsection (a) of this section.

(3) The Secretary shall have no authority, by regulations or otherwise, to extend the time period specified in paragraph (1) or to waive a time limit for assertion of a claim.

Sec. 2. (a) Except with respect to amounts paid by the Secretary to a State prior to April 1, 1977, no State is entitled to reimbursement of expenditures described by the first section of this Act, except as provided by this Act.

(b) Neither the Secretary nor any other official of the Federal Government may seek to recover any amount paid to a State prior to April 1, 1977, or pursuant to this Act, as reimbursement of expenditures made by the State of the type described by the first section of this Act.

Sec. 4. (a) The Secretary is authorized to enter into agreements with any State in accordance with the provisions of this Act, and agreements entered into prior to the enactment of this Act, to the extent not inconsistent with the terms hereof, shall have the same force and effect as agreements entered into subsequent to enactment of this Act.

(b) In the absence of an agreement, a State dissatisfied with a determination by the Secretary under this Act may, by application to the Secretary within 60 days after the date of notice to the State of such determination, obtain in the Secretary's review of that determination. If the application requests a hearing, the Secretary shall conduct a hearing after reasonable notice to the State, and shall, on the basis of evidence adduced at the hearing, affirm, modify, or reverse his determination. If the Secretary does not preside at the reception of the evidence at the hearing, the decision of the presiding official or body shall be the decision of the Secretary.

42 USC 301,
601, 801 note,
1201 note, 1351
note, 1381.

42 USC 1320b,
note.

42 USC 1397a,
note.

Agreements,
42 USC 1397a,
note.

Notice and
hearing.

(c) No court of the United States has jurisdiction to entertain any action seeking the review of any determination or finding of the Secretary under this Act, or otherwise seeking to compel a determination by the Secretary to certify for payment any claim described by the first section of this Act; except that the appropriate district court shall have jurisdiction over any action seeking enforcement of an agreement of the kind referred to in subsection (a).

42 USC 1397a
note.

Sec. 5. (a) Amounts appropriated under the first section of this Act shall be first applied in settlement of the portions of unpaid claims described in section 2(a). If, after that payment, the amounts remaining are insufficient to pay the amounts established by section 2(b) with respect to the portions of unpaid claims asserted under section 2(b), the Secretary shall certify for payment with respect to each such portion an amount that bears the same relationship to that portion as the total of such remaining available amounts bears to the total of all portions of unpaid claims asserted under section 2(b).

(b) A reduction effected by subsection (a) of this section in the amount payable to a State under section 2(b) does not give rise to an entitlement of the State to the difference between the amount payable under section 2(b) (without regard to subsection (a) of this section) and the amount payable under section 2(b) after application of subsection (a) of this section.

(c) In the event that the amount appropriated pursuant to the first section of this Act exceeds the payable portions of unpaid claims under subsections (a) and (b) of section 2, the amount paid to any State receiving a payment computed with respect to paragraph (3) of section 2(a) shall be increased (to the extent of such excess) by an amount equal to the difference between the amount it received under section 2(a) and the amount it would have so received if the percentage in such paragraph had been 25 percent.

42 USC 1397a
note.

Sec. 6. The Secretary of the Treasury shall pay to each State, out of amounts appropriated pursuant to the first section of this Act, all amounts certified by the Secretary as payable to that State under the terms of this Act.

Approved June 12, 1978.

LEGISLATIVE HISTORY:

HOUSE REPORTS: No. 95-1114, PL 1 (Comm. on the Judiciary) and 95-1114, PL 11 (Comm. on Ways and Means).

SENATE REPORT No. 95-632 (Comm. on Finance).

CONGRESSIONAL RECORD, Vol. 124 (1978):

May 23, considered and passed House.

May 25, considered and passed Senate.

WEEKLY COMPILATION OF PRESIDENTIAL DOCUMENTS, Vol. 14, No. 24:

June 12, Presidential statement.

VIRGIL L. CONRAD
COMMISSIONER

South Carolina
Department of Social Services

October 3, 1979



TITLE IV-A PROVIDERS

SUBJECT: Interpretation of PL 95-291 Concerning Title IV-A & VI Audit Exceptions
Prior to October 1, 1975

Dear Provider:

Section 3 (b) of PL 95-291 precludes the Federal Government from seeking the repayment of any funds paid to a state for use in its social services programs under Titles I, IV-A, VI, X, XIV, or XVI of the Social Security Act. This means there will be no Federal recovery of pre-Title XX social services funds identified by audit or any other review as having been spent in violation of Federal requirements. This is true whether or not the audit is currently in progress.

This protection from recovery extends only to Federal attempts at seeking repayment from States. Should the State have its own internal audit procedures that govern the repayment of contract or grant funds from one State entity to another, PL-95-291 poses no obstacle to such recoveries. In no event does PL 95-291 preclude investigations by either Federal or State officials for possible criminal misconduct related to grants of Federal funds for pre-Title XX social service programs.

On February 1, 1979, the South Carolina Department of Social Services requested an opinion from the Attorney General of South Carolina as to whether or not the State Department of Social Services has the authority by "executive decision" to terminate the recoupment of audit exceptions under programs provided for under the South Carolina State Plan, Services to Children and Families, Title IV, Parts A & B Social Security Act, Effective May 1, 1974.

Currently, we are awaiting an opinion from the Attorney General's Office concerning this matter. Until such time that an opinion is received no recoupment action will be initiated against any Provider with audit exceptions for expenditures prior to October 1, 1975. All Providers concerned will be notified immediately of any opinion received from the Attorney General's Office.

Sincerely yours,

Virgil L. Conrad
Commissioner

VLC:Smn



14866

June 6, 1979

Mr. Frank Sloan
Deputy Attorney General
Office of the Attorney General
Wade Hampton Office Building
Post Office Box 11549
Columbia, South Carolina 29211



Dear Mr. Sloan:

It was good to have met with you recently and let me summarize the options we explored during our meeting on May 24, 1979 with reference to the actions required to implement PL 95-291.

Public Law 95-291, Section 3 (b) precludes the federal government from seeking the repayment of any federal monies paid to the state for use in its social services programs under titles I, IV-A, VI, X, XIV of the Social Security Act. Therefore, it would appear that we could:

- 1) forgive the collection of Federal Financial Participation of any amount that had been identified in our audits,
- 2) the state funds that we use to match the federal funds could be forgiven or reviewed by the auditor's office to determine if they were expended in accordance with the State Agency's mission; also, the indirect charge could be reviewed for proper expenditure or,
- 3) the FFP for local providers could be forgiven.

I would suggest that we have a proviso included in the Appropriation Bill authorizing DSS to act with the authority in PL 95-291 and not collect any federal funds.

Sincerely yours,

Virgil L. Conrad, Commissioner

VLC-h

14867

May 23, 1979

Mr. Virgil L. Conrad
Commissioner

Mr. J. Kenneth Shealy, Executive Assistant
Office of Audits

Status of Attorney General's Opinion Relative to Recoupment Action to
Audit Exceptions Under Titles I, IV-A, VI, X, XIV, and XV - PL 95-291

As requested, I have directed my staff to contact the Attorney General's Office to determine the status of the request made by your Office concerning our responsibilities under PL 95-291. In our efforts to contact the individual(s) handling this issue, my staff was directed to speak with Mr. Frank Sloan in the Attorney General's Office.

It appears that there are several issues which relate to PL 95-291 and other requests made by DSS and other State Agencies. The indirect cost allocation question was one of many topics of concern to Mr. Sloan. Mr. Sloan informed my staff that originally the Attorney General's Office sought to obtain rulings from DHEW, the Department of Justice and other Federal Grantor Agencies which would apply across the board to all federal grants.

Apparently Mr. Sloan has received conflicting rulings from these Federal Agencies and it appears that each grant and agency must be considered separately.

Therefore, no opinion has been rendered at this time but Mr. Sloan advised my staff to inform you that the issue raised by your Office will be given immediate attention.

JKS:Mm

14868

004

VIRGIL L. CONRAD
COMMISSIONER

South Carolina
Department of Social Services



February 1, 1979

The Honorable Daniel R. McLeod
Attorney General Of South Carolina
Post Office Box 11549
Columbia, South Carolina 29211

Dear General McLeod:

The Department of Social Services has been directed by the State Auditor to terminate its recoupment action relating to audit exceptions for certain programs under Titles I, IV-A, VI, X, XIV and XV of the Social Security Act.

The State Auditor by letter dated September 27, 1978, see attached Exhibit A, directed that each action be done pursuant to "executive decision".

These programs were governed by the South Carolina State Plan, Services to Children and Families, Title IV, Parts A & B Social Security Act, Effective May 1, 1974, see attached Exhibit A.

It is requested that you provide the Department of Social Services with your opinion as to the following:

(1) Whether or not the State Department of Social Services has the authority by "executive decision" to terminate the recoupment of audit exceptions under programs provided for under the South Carolina State Plan, Services to Children and Families, Title IV, Parts A & B Social Security Act, Effective May 1, 1974.

(2) Whether or not the State Auditor has the authority to direct the Department of Social Services to terminate "any other recoupment process" including department audits of the programs under this State Plan.

(3) Whether or not the State Department of Social Services has the authority to record on its books and accounts that these funds, shown by its audit exceptions to be due to the Department of Social Services, are "earned funds".



14869

A Hachm
C-5

February 1, 1979

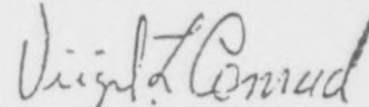
(4) Whether or not the State Auditor has the authority to direct the State Department of Social Services to show upon its books and accounts that these uncollected "earned funds" have been received by it and transferred to the general fund of the state.

(5) Whether or not the opinion on the above questions would differ when considered in the light of PL 95-291, and certain correspondence with the Department of Health, Education and Welfare. See Exhibit C attached.

It should be noted that \$1,979.00 of private funds were involved, although the vast majority of the local share was state or public funds.

If there is any additional information I can provide, please let me know.

Sincerely,



Virgil L. Conrad
Commissioner

VLC:ja

Attachments (2)

14870

Further, he said reimbursement would be adjusted over time and thereby hold down reimbursement costs. The Commissioner told the Board that as soon as the proposed contract was refined and cost projections finished, he would advise them and it would be determined at this time if a special meeting of the Board would be held to further consider the system.

By common consent, the Board asked the Commissioner to develop a uniform accounting system in the contract and prepare a fiscal manual for the nursing homes.

The Board recessed at approximately 12:30 p.m. for lunch and reconvened their meeting at approximately 2:30 p.m.

~~The next report concerned the enforcement of Act 95291 in June 1978 by Congress. With reference to the specific provisions of this law as it relates to the Agency, the Commissioner requested the Board's direction in determining the following:~~

- ~~a) Shall the Agency continue to recoup federal funds no longer required to be recouped.~~
- ~~b) Should the Agency endeavor to recoup from the federal government funds already reimbursed to them so that these funds can be returned to the contractors.~~
- ~~c) Should the Agency discontinue all efforts presently in progress to audit and/or recoup funds waived by this legislation.~~

~~Dr. Butler moved that the Agency comply with the notice of intent from HEW, if it reads as indicated by staff, and that the providers be advised that DSS will not pursue the recoupment of these funds. Dr. Wilson seconded the motion. Mr. Williams moved as substitute motion that the Board adjourn debate on P.L. 95291 until the next regular meeting of the Board. Dr. Butler seconded the motion and motion passed. The Board asked Legal Counsel of the Agency to review the law prior to the next meeting and to present an analysis at that time.~~

The Commissioner next reported information regarding the Title XX Proposed Plan. He said the budget indicates an approximate five million dollars deficit and if the funds are not located during the planning process, services must be cut. A Subcommittee of the SSAC, he stated, would appear before the Budget and Control Board to address the merits of additional resources to fund the plan. He indicated it was his belief that the SSAC had the following concerns relative to the plan: a) DSS was getting more than its share, b) DSS had not exhausted all efforts to find alternate resources and c) DSS budget was not sound.

Dr. Smith moved, Mr. Williams seconded and the motion carried that DSS would publish the Title XX plan on November 1, 1978, indicating a deficit and allow 45 days for additional input. At the end of the 45 days, the plan would again be presented to the Board for approval. The Commissioner stated he would so advise the SSAC of the Board's action and indicate that DSS will not make a commitment for 10% and will be unable to obligate itself to accept the SSAC recommendations even if additional funds are located.

The Secretary, by common consent, was asked to add an addendum to the Board Minutes

December 5, 1978

Mr. Virgil L. Conrad
Commissioner

Mr. J. Kenneth Shealy, Executive Assistant
Office of Audits

Analysis of Title IV-A and VI Findings

In accordance with your request, all audit reports of Providers funded under Title IV-A and VI have been reviewed. The purpose of the review was to determine which audit exceptions pertained to violations resulting from the interpretation of the Title IV-A and VI regulations.

The attached information indicating the audit reports involved, the monetary involvement, the types of findings (federal interpretation, or contractual restrictions), and a detailed explanation of the findings should prove helpful in arriving at your decision on the effects of PL-95-291, and its application to the Department.

In the interest of conserving manpower, we used some estimates in deriving the figures included in the schedule. While I do feel comfortable with the estimates, I think we should review and recompute the audit reports on any Providers affected by your final decision.

In reviewing our summary work sheet, we discovered that the following four (4) audits constitute \$1,390,206, or 84.75%, of the forty-five (45) audits in question.

DWH - (State Hospital, Crafts Farrow, and Alcohol and Drug)	\$ 549,463
Department of Education	172,375
GLEAMS	92,801
Mental Retardation	<u>575,567</u>
TOTAL	<u>\$1,390,206</u>
	14872

From our analysis of the findings, we determined that only three (3) of the nineteen (19) types of discrepancies could be considered as a direct violation of the Title IV-A and/or VI regulations (Findings #8, 14, and 16). The remaining sixteen (16) findings were violations of contract conditions or generally accepted accounting principles.

Following is a brief description of the various types of findings relative to the Title IV-A and VI audit reports.

(1) Cost Improperly Reported (\$4,229)

(A) Cost Incurred Was not an "Arms Length Transaction"

Violation of the contract as well as the State law which requires three (3) bids for expenditures in excess of \$1,500. Expenditures occurred prior to the initiation of the contract.

(B) Reimbursement Requested on Budgeted Costs (\$184,191)

Failure to submit actual costs in the cost reports constitutes a violation of the contract. Discrepancies of this nature usually resulted in a profit to the Provider.

(2) Expenditures in Excess of 100% of Budget (\$59,844)

This was a contract restriction placed on the Provider to ascertain that expenditures were reasonably in line with the budget projections.

(3) Expenditures not Included in Budget (\$8,039)

Each contract budget clearly defined those expense categories for which Title IV-A and VI funds could be reimbursed.

(4) Dual Funding of Food and Other Service Costs - ARC, PHS, Etc. (\$159,651)

In many instances, costs were paid by more than one funding source. Supplemental funds from USDA, ARC, state appropriations, etc. were used to pay for costs reimbursed under Titles IV-A and VI. Therefore, funds of this nature should have been used to offset the cost to IV-A and VI; if not, duplicate funding occurs.

(5) Improper Allocation of Costs Created Excess Charges to DSS (\$27,682)

Costs for more than one cost objective should be properly allocated, only the portion allowable to Title IV-A eligible should be charged and paid by Title IV-A funds.

(6) Expenditures Were not Properly Documented (\$27,212)

Failure to properly document expenditures is a violation of the terms of the contract and could not be considered as resulting from changes in IV-A regulations. The Providers' contracts state that..."All supporting records of the project expenditures must be itemized in sufficient detail to show the exact nature of expenditures."

(7) Fees, Rebates, Etc. not Used to Offset Program Cost (\$11,683)

Section 74.45 of the Administration of Grants states that, program income, including service fees, shall be retained by the Provider and that the contract will stipulate as to whether:

- (1) The income will be used to further the program objectives or
- (2) the income will be used to offset program cost.

In the event that the contract does not stipulate how the program income will be used, the Provider has the option of selecting either alternative.

In our audits where findings related to program income, we could not determine that the income was used to further program objectives. As a result, the income should have been used to offset program cost.

(8) Charges to DSS Exceeded Charges to Ineligible Clients (\$418,218)

Title IV-A regulations, Section 221.30, Paragraph 8, states that, "With respect to services which are purchased, rates of payment for such services will be established which do not exceed the amounts reasonable and necessary to assure quality of service, and in the case of services purchased from other public agencies, are in accordance with the cost reasonably assignable to such services."

As a result, the Provider's cost reasonably assignable to such service could not vary based on client eligibility status.

(9) Prior Period Expenditures Claimed on Reimbursement Requests (\$127,856)

Requesting of prior period expenditures is a violation of the terms of the contract. Obligations, encumbrances, or expenditures can be made only within the budget period indicated in the contract.

Some of the disallowed prior period costs could possibly have been allowed in the prior contract period, if there was a prior contract. However, we have determined that, for all practical purposes, it is impossible to ascertain whether or not these costs had been reimbursed during the prior period or if they would have been allowable.

(10) Subsequent Period Expenditures Claimed on Reimbursement Requests (\$129,336)

Claiming of subsequent period expenditures is a violation of terms of the contract. Obligations, encumbrances or expenditures can be made only within the budget period indicated in the contract. If it was determined that an expenditure did not relate to the contract period, it was disallowed.

It is possible that some of the disallowed costs would be allowable under the subsequent contract, if there was one. This determination would have to be made on an individual Provider basis.

(11) Duplication of Previously Reimbursed Costs (\$4,147)

The Provider received reimbursement for the same costs on quarterly reports covering two different periods of operation. The contract made reference to the fact that the accounting records would, "... be based on generally accepted accounting principles..." Claiming the same cost twice is not generally accepted principles.

(12) Quarterly Actual Adjustment not Applied to Interim Reimbursement (\$2,681)

The Fiscal Grants Section determined that the Provider rendered requests for unallowable costs. The normal procedure of reducing the Provider's subsequent payment was not adhered to, and consequently the Provider was over-reimbursed.

(13) Payments to Provider Exceeded the Maximum Amount Available Per Budget (\$35,000)

Contracts sometimes included funding for several types of service. If the body of the contract specified the maximum to be paid for each service, we held the Provider to the amount indicated.

(14) Cost Sharing Salaries and Fringes Normally Considered as Indirect Costs were Budgeted and Reimbursed as Direct Costs (\$45,334)

The contracts made provision for these expenditures, so the exception can't relate to contract violations. The Providers did maintain records to justify the percentages included in the contracts. Our exception was based on a regulation from the Administration of Grants regulations.

(15) Indirect Cost Rate Erroneously Computed (\$471,804)

(A) The provisions of the Provider's contract indicated that the indirect cost rate approved by HEW was to be applied to total costs. However, the provisional rate form submitted by HEW allowed the application of the approved indirect rate to salaries less fringe benefits.

(B) The actual indirect cost rate approved by HEW was less than the provisional rate used when the Provider submitted reimbursement requests.

HEW is responsible for determining that the indirect rates are reasonable.

(16) Improper Certification of Recipients (\$55,646)

Recipients under these contracts were not properly determined to be eligible to receive Title IV-A services.

(17) Units of Service Improperly Documented and Accounted for by Providers (\$9,100)

Service delivery was not properly documented to ascertain the quantity of services delivered. It could not be determined if eligible recipients benefited from the Title IV-A funds reimbursed.

December 5, 1978

Page 5

(19) Units Reported Based on Availability and not on Service Delivery (\$93,304)

Units served were considerably less than units reported; therefore, costs were less than reimbursements. The funding was for cost reimbursement and not fixed rate based on a fee for service.

(19) Eligibility Ratio of Eligibles, Ineligibles and Headstart not Rendered as Budgeted (\$22,476)

More eligibles were served than apportioned in the budget. The Headstart Program was considered the primary program and it was supplemented by Title IV-A funds. Title IV-A funds were spent in excess of the budgeted ratio.

If you have any further questions, please call.

JKS:Hr

Attachment

14876

October 23, 1978

Mr. Virgil L. Conrad
Commissioner

Mr. J. Kenneth Shealy, Executive Assistant
Office of Audits

Title IV-A and VI Audit Exceptions Prior to October 1, 1975

In accordance with a request received from the State Auditor's Office, I have compiled a list of all Title IV-A and VI audit exceptions relative to contract periods prior to October 1, 1975.

The amount of refund requested may on occasion, vary from the findings disclosed in our audit reports. Variances of this type, were the result of executive decisions.

Several of the reports included in the "In Process" status have not undergone our supervisory reviews, therefore the final refund requested is subject to change.

In the event that you decide to terminate further recoupment of these audit findings, I respectfully request that we also terminate any future appeals hearings and any work on audits in process relative to Title IV-A and/or VI contracts.

JKS:Rt

Attachment (1)

14877

STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR
P. O. BOX 11333
COLUMBIA
29211

WILLIAM T. PUTNAM
STATE AUDITOR

MEMORANDUM

TO: Mr. Ed Vaughn
State Auditor

FROM: G. F. Oliver, Grants Administrator *Sege*

DATE: September 27, 1978

SUBJECT: Audit Exceptions, Mental Health and DSS

Background

In August you requested I look into negotiations regarding the DSS audit exceptions with the Department of Mental Health on Title VI-A Federal Programs in the amount of \$549,563.

During the course of this investigation Public Law 95-291 surfaced which indicated the federal government was no longer interested in recoupment of any audit exceptions for Pre Title XX programs (see attached PL-95-291).

In order to ensure that our interpretation of this law was correct a letter was dispatched to Jeff Golland, Office of General Counsel, DHEW (attachment 2) where our position was stated.

On September 25, 1978, Mr. Golland telephoned me and stated that ^{OUR} ~~their~~ interpretation of the law was correct and that he would follow-up in writing our telephone conversation. Therefore, I requested from Mr. Ken Shealy, Audit Division, DSS, a list of all projects which had exceptions prior to October 1, 1975. The attached list (attachment 3 in yellow) is the current status of these projects.

You will note that many of these projects have already been refunded that amount disallowed to DSS, but the following chart will indicate the status for those state agencies who have not refunded these exceptions.

14878

TELEPHONES (AREA CODE 803)

ADMINISTRATION

BUDGET DIVISION

AUDITING DIVISION

GRANTS AND CONTRACTS

ENGINEERING

<u>Agency</u>	<u>Amount</u>	<u>Status of Funds</u>
DMH - State Hospital	86,012	{ Held in cash in an ear- marked fund at Mental Health
DMH - Crafts Farrow	24,947	
DMH - Alcohol & Drug	438,504	{
USC - Salkehatchie (day care)	19,281	
USC - Lancaster	14,831	{ Funds were used to pay contract obligation. No cash retained by agency.
USC - Beaufort	10,912	
USC - Union (renovation)	703	
USC - Union (day care)	1,718	
USC - Booker T. Washington	5,099	
Dept. of Health & Environmental Control	24,344	To be determined.
Winthrop College	2,288	To be determined.
Total	628,639	

Conclusions

1. The federal government will not recoup any audit exceptions for Pre-Title XX funds (IV-A) and disposition of these funds is the decision of the State Auditor under provisions of PL-95-291.
2. The Department of Social Services can, under these provisions, direct that all unpaid audit exceptions recoupment processes be terminated by executive decision.
3. That those funds retained in accounts at Mental Health in the amount of \$549,463 can be returned to the state general fund.
4. That all state agencies listed above be notified of the provisions of PL-95-291 with instructions for disposition of these Pre-Title XX audit exceptions.

Recommendations

1. That the State Auditor issue the attached letter to the Department of Social Services and the Department of Mental Health.
2. The State Treasurer and Comptroller General be made aware of these actions.

14879

STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR

P. O. BOX 11233

COLUMBIA

29211

Edgar A. Vaughn, Jr., CPA

XXXXXXXXXXXX
STATE AUDITOR

September 27, 1978

Dr. William S. Hall
State Commissioner of Mental Health
P. O. Box 485
Columbia, S. C. 29202

Dear Dr. Hall:

I appreciate your concerns regarding the Title IV-A funds earned from July 1, 1974 through September 30, 1975, and the audit exceptions by DSS.

As you know, we have been looking into the problems regarding the Title IV-A federal programs and the disallowance by DSS on these pre-Title XX funds. The results of our investigation have determined that, under the provisions of PL 95-291, the Department of Health, Education and Welfare is no longer pursuing the recoupment of any audit exceptions that were reimbursed to the state by DHEW prior to April 1, 1977 for expenditures made by the state prior to October 1, 1975.

Your three contracts for State Hospital, Crafts Farrow and the Alcohol and Drug program were subject to audit exceptions by DSS and fall under this public law.

In order to resolve this conflict between returning the earned funds of \$669,883 to the general fund as well as the \$549,563 to DSS as the amount of recoupment, it is directed that DSS terminate by executive decision any recoupment on audit number 4-40-76-019, 020 and 021 and that your agency turn in to the general fund the amount of \$669,883 as earned funds under authority of PL 95-291 and the current Appropriations Act.

If you have any questions regarding this action please contact me.

Sincerely,

Edgar A. Vaughn, Jr., CPA
State Auditor

EAV:ah

14880

TELEPHONES AREA CODE 803

ADMINISTRATION
738-3106

BUDGET DIVISION
738-7418

AUDITING DIVISION
738-8406

GRANTS AND CONTRACTS
738-7707

ENGINEERING
738-2657



DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

OFFICE OF THE SECRETARY

WASHINGTON, D.C. 20201

OFFICE OF THE
GENERAL COUNSEL

SEP 26 1978

Mr. George F. Oliver
Grants Services Administrator
Office of the State Auditor
P. O. Box 11333
Columbia, South Carolina 29211

Re: Public Law 95-291

Dear George:

This is in response to your September 13 letter to me concerning certain aspects of the recently enacted social services settlement act (P.L. 95-291). Specifically, you inquired about the resolution of audits that have identified improper payments with respect to pre-title XX social service grants or contracts in the State.

Section 3(b) of the Act precludes the Federal government from seeking the repayment of any funds paid to a State for use in its social service programs under titles I, IV-A, VI, X, XIV, or XVI of the Social Security Act. This means that there shall be no Federal recovery of pre-title XX social service funds identified by audit or any other review as having been spent in violation of Federal requirements. This is true whether or not the audit is currently in progress.

This protection from recovery extends only to Federal attempts at seeking repayment from States. Should the State have its own internal audit procedures that govern the repayment of contract or grant funds from one State entity to another, P.L. 95-291 poses no obstacle to such recoveries. Moreover, in no event does P.L. 95-291 preclude investigations by either Federal or State officials for possible criminal misconduct related to grants of Federal funds for pre-title XX social service programs.

RECEIVED

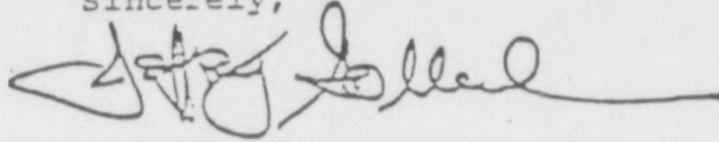
SEP 28 1978

GRANTS & CONTR. REVIEW UNIT

14881

I hope this has been responsive to your inquiry. If I can be of further assistance, please let me know.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeffrey Golland', with a long horizontal flourish extending to the right.

Jeffrey Golland

14882

STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR
P. O. BOX 11333
COLUMBIA
29211

LIAM T. PUTNAM
STATE AUDITOR

September 13, 1978

Mr. Jeffery Golland
Office of General Counsel
Dept. of Health, Education and Welfare
330 C Street, S. W.
Room 4428
Washington, D. C. 20201

Re: Public Law 95-291

Dear Jeff:

I appreciate your explanation regarding P.L. 95-291 and your patience with the Finance Director from the S.C. Department of Social Services on the conference call regarding reopening an earlier settlement.

I am still unclear as to the correct procedure to use in closing out any audit exceptions found after the State's claims were reimbursed by HEW during the course of these awards under Titles I, IV-A, VI, X, XIV and XVI of the Social Security Act prior to October 1, 1975.

South Carolina currently has several completed sub-contracts between the S.C. Department of Social Services and various other state agencies who have provided services under these Titles prior to October 1, 1975. These sub-contracts have various audit exceptions in regard to uncertain rules governing eligible clients, disputes over total cost per unit, some hazy record keeping on time and effort, etc. None of the exceptions were fraud or misappropriation of federal or state funds but were generated by the same type of disputes that P.L. 95-291 was designed to settle.

The State Auditor's office currently interprets Section 3 of P.L. 95-291 to mean that neither the Secretary of Health, Education and Welfare nor any other federal official may seek to recover any amount paid to the state prior to April 1, 1977 as long as these amounts were reimbursements of expenditures made by the state prior to October 1, 1975, with respect to services (and related administrative costs) which the state asserts were provided under an approved state plan.

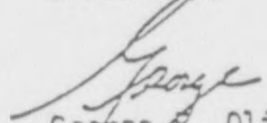
14883

Mr. Jeffery Golland
September 13, 1978
Page Two

Further, any audit exceptions by our local audit agency or HEW regional audit division do not constitute an unpaid claim but these exceptions may be closed out by the State Auditor under the authority of Section 3, P.L. 95-291.

I would appreciate your guidance regarding our interpretation of this Act.

Sincerely,



George P. Oliver
Grants Services Administrator

GFO:ah

14884

STATE OF SOUTH CAROLINA

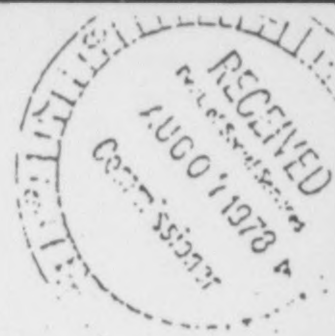
OFFICE OF THE STATE AUDITOR

1000 BAY STREET

COLUMBIA

29201

August 3, 1978



WILLIAM P. BRYANT
STATE AUDITOR

Mr. Virgil L. Conrad
Commissioner
South Carolina Department of Social Services
P. O. Box 1520
Columbia, South Carolina 29202

Dear Virgil:

We appreciate very much your meeting with members of our staff and representatives of the Department of Mental Health regarding the \$549,563 audit exception at the Department of Mental Health. This meeting gave us much insight into the problem.

Although we have a better understanding of the problem, we have not as yet arrived at a solution. We do not feel that we can make a recommendation to the Budget and Control Board until all avenues of settlement have been explored. I have therefore requested George Oliver, our Grants Services Administrator, to review the situation. George will be in contact with members of your staff and also with HEW in Atlanta in an attempt to solve this problem.

Yours very truly,

W. A. Thompson, Jr., CPA
Assistant State Auditor

WAT/JP

cc: W. L. Conrad
George Oliver
Gene Garvin

EXHIBIT

FEB 10 1981

NO. 17

STATE BUDGET & CONTROL BOARD

14885

THIS CASE MAY HAVE SOME OR ALL OF THE FOLLOWING DEFECTS WHICH MAY BE QUESTIONABLE WHEN READING. IN SPECIAL PROBLEM AREAS, THIS ROLL NOTE MAY BE REFILMED BEFORE THE DOCUMENT OR DOCUMENTS IN QUESTION.

1. PHOTOCOPY NOT CENTERED PROPERLY CUTTING OFF SOME OF THE INFORMATION.
2. DOCUMENTS ARE OF POOR QUALITY AND MAY NOT PHOTOGRAPH WELL.
3. DOCUMENTS DAMAGED OR TORN BEFORE ARRIVING FOR FILMING.
4. DOCUMENTS CONTAIN A DOUBLE-COPY IMAGE, THE UNDERLYING IMAGE IS IRRELEVANT TO THE READABLE INFORMATION.
5. DOCUMENTS WITH GLUED INSERTS WHICH WERE OR COULD NOT BE REMOVED, INFORMATION MAY OR MAY NOT BE UNDER THE INSERT.
6. OVERSIZED DOCUMENTS THAT COMPRISE TWO OR MORE FRAMES.
7. EXTREMELY DARK COLORED DOCUMENTS THAT LACK CONTRAST BETWEEN WRITING AND BACKGROUND.

EXHIBIT

FEB 10 1981

NO. 18

STATE BUDGET & CONTROL BOARD

OFFICE OF THE STATE AUDITOR COLUMBIA, SOUTH CAROLINA



SOUTH CAROLINA PUBLIC COLLEGES AND UNIVERSITIES
(EXCLUDING THE MEDICAL UNIVERSITY OF SOUTH CAROLINA)

REPORT ON FULL-TIME EQUIVALENT STUDENTS

FALL 1980, ENROLLMENT

EDGAR A. VAUGHN, JR., C.P.A.
STATE AUDITOR

14886

EXHIBIT

FEB 10 1981 NO. 18

STATE BUDGET & CONTROL BOARD

SOUTH CAROLINA PUBLIC COLLEGES AND UNIVERSITIES
(EXCLUDING THE MEDICAL UNIVERSITY OF SOUTH CAROLINA)

REPORT ON FULL-TIME EQUIVALENT STUDENTS

FALL 1980, ENROLLMENT

14887

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STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR
P.O. BOX 11333
COLUMBIA
29211

EDGAR A. VAUGHN, JR., CPA
STATE AUDITOR

JESSE A. COLES, JR., PhD
DEPUTY STATE AUDITOR
(803) 758-3106

DAVID R. SMITH, CPA
ASSISTANT STATE AUDITOR
(803) 758-8406

January 14, 1981


Mr. William T. Putnam, Executive Director
Budget and Control Board
State of South Carolina
Columbia, South Carolina

Dear Mr. Putnam:

We have examined the computations of the full-time equivalent students of the South Carolina Public Colleges and Universities (excluding the Medical University of South Carolina) for the Fall 1980, enrollment in accordance with the guidelines established by the South Carolina Commission on Higher Education, as more fully described in Appendix 1 of this report. Our examination included such tests of the accounting and student records as we considered necessary in the circumstances.

In our opinion, the computations of the full-time equivalent students, as presented herein, present fairly the enrollments of South Carolina Public Colleges and Universities (excluding the Medical University of South Carolina) for the Fall 1980, enrollment in accordance with the guidelines established by the South Carolina Commission on Higher Education.

The supplemental information has been compiled from information obtained from the Appropriation Act for 1980-81 for the State of South Carolina and information furnished to us by the South Carolina Commission on Higher Education, and is included for information purposes only.


Edgar A. Vaughn, Jr., CPA
State Auditor

14889

Exhibit A

South Carolina Public Colleges and Universities
 (Excluding the Medical University of South Carolina)
 Full-time Equivalent Students and Resulting Adjustments To
 Fiscal Year 1980-81 Appropriations

<u>Institution</u>	<u>Actual FTE Student</u>	<u>Estimated FTE Students (Note A)</u>	<u>Understatement (Overstatement)</u>	<u>FTE Student Value (Note A)</u>	<u>Due (to) from General Fund</u>
The Citadel	2,827	2,778	49	3,011	147,539
Clemson University	11,230	11,056	174	3,440	598,560
College of Charleston	4,214	4,055	159	2,532	402,588
Francis Marion College	2,167	2,079	88	2,692	236,896
Lanier College	1,507	1,500	7	2,507	17,549
South Carolina State College	3,532	3,267	265	3,302	875,030
University of South Carolina					
Aiken	1,419	1,350	69	2,415	166,635
Beaufort	373	379	24	1,793	43,032
Coastal	1,869	1,817	52	2,172	112,944
Columbia	20,690	20,840	(150)	3,233	(484,950)
Lancaster	552	562	(10)	1,999	(19,990)
Salkehatchie	337	328	9	2,063	18,567
Spartanburg	1,891	1,827	64	2,401	153,664
Sumter	831	775	56	1,836	102,816
Union	218	200	18	2,485	44,730
	<u>28,180</u>	<u>28,045</u>	<u>132</u>		<u>137,445</u>
Winthrop College	4,256	4,215	41	2,519	103,279
Total	<u>57,913</u>	<u>56,995</u>	<u>915</u>		<u>2,518,869</u>

Note A - As reflected in the Appropriation Act of 1980-81 for the State of South Carolina

Guidelines Used in Computing Full-Time
Equivalent Students
Fall 1980, Enrollment

1. One full-time equivalent (FTE) student is equal to fifteen student credit hours production on the undergraduate or professional level of instruction, twelve student credit hours production on the Master's level (first graduate level) of instruction or nine student credit hours production on the Doctorate level (second graduate level) of instruction.
2. The number of FTE students are computed at each of the above levels of instruction and are rounded to the nearest whole FTE at each level.
3. Student credit hours production are computed as follows:
 - A) One student credit hour production is awarded for each semester hour of credit awarded a student toward a degree. For remedial level courses and physical education courses for which no credit hours are awarded toward a degree, one student credit hour production is awarded for each two contact hours of course instruction.
 - B) No student credit hours production are awarded for courses being audited, for courses taught on military bases, except for U.S.C.-Coastal Carolina, U.S.C.-Sumter, and U.S.C.-Beaufort, which were included in the 1980-81 Appropriation Act.
 - C) Student credit hours production is determined at each level of instruction by the level of the course rather than the level of the student. However, where the same course is offered for credit at more than one level, the level of instruction is then determined by the level of the student enrolled in the course. For this determination, a first level graduate student is one taking instruction toward a M.A., M. S. or equivalent degree, and a second level graduate student is one taking instruction toward a Ph.D, Ed.D, or equivalent degree. If a student with a Baccalaureate degree aims directly at the Doctorate degree without taking the Master's degree, he moves from the first graduate level to the second graduate level when he has acquired the number of credit hours usually represented by a Master's degree in his field.

South Carolina Public Colleges and Universities
 (Excluding the Medical University of South Carolina)
 Comparison of Reported Full-time Equivalent Students to Actual Full-Time
 Equivalent Students
Fall 1980, Enrollment

	<u>Reported (Note A)</u>	<u>Actual</u>	<u>Over (Under) Amount</u>	<u>Reported Percent</u>
The Citadel	2,833	2,827	6	.21
Clemson University	11,234	11,230	4	.04
College of Charleston	4,214	4,214		
Francis Marion College	2,169	2,167	2	.09
Lander College	1,507	1,507		
South Carolina State College	3,549	3,532	17	.48
University of South Carolina				
Aiken	1,418	1,419	(1)	(.07)
Beaufort	374	373	1	.27
Coastal	1,868	1,869	(1)	(.05)
Columbia	20,919	20,690	229	1.11
Lancaster	550	552	(2)	(.36)
Salkehatchie	337	337		
Spartanburg	1,892	1,891	1	.05
Sumter	832	831	1	.12
Union	219	218	1	.46
	28,409	28,180	229	.81
Winthrop College	4,239	4,256	(17)	(.40)
Total	58,154	57,913	241	.41

Note A - As computed from Form CHE 14 by the South Carolina Commission
 on Higher Education.

EXHIBIT

STATE BUDGET AND CONTROL BOARD

FEB 10 1981

NO. 19

REGULAR SESSION AGENDA

MEETING OF February 10, 1981

ITEM NUMBER

7

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Installment Purchase Agreements

The Division of General Services recommends the approval of the following installment purchase agreements:

University of South Carolina - one IBM Copier II - 60 monthly installments at \$88.46 per month. Interest charge of \$1,192.08 @10.5% interest. Total price \$5,307.80.

University of South Carolina - one IBM Copier II - 60 monthly installments at \$85.47 per month. Interest charge of \$1,151.79 @10.5% interest. Total price \$5,128.49.

Department of Social Services - IBM Used Word Processor - 60 monthly installments at \$91.73 per month. Interest charge of \$1,236.16 @10.5%. Total price \$5,504.18. *item on + note*

Child Support Enforcement - one used IBM System 6, Model 450 - 24 monthly installments at \$542.37 per month. Interest charge of \$1,321.83 @10.5% interest. Total price \$13,016.88.

Board Action Requested:

Staff Comment:

Attachments:

14893

STATE OF SOUTH CAROLINA
DIVISION OF GENERAL SERVICES
BUDGET AND CONTROL BOARD

EXHIBIT

TO: Donna Williams
B & C Board

FEB 10 1981

NO. 19

FROM: Hettie Cross
General Services

STATE BUDGET & CONTROL BOARD

DATE: 2/12/81

ACTION

- ☐ NOTE AND FILE
- ☐ NOTE AND RETURN TO ME
- ☐ RETURN WITH MORE DETAILS
- ☐ NOTE AND SEE ME ABOUT THIS
- ☐ PLEASE ANSWER
- ☐ PREPARE REPLY FOR MY SIGNATURE
- ☐ TAKE APPROPRIATE ACTION

- ☐ PER OUR CONVERSATION
- ☒ PER YOUR REQUEST
- ☐ FOR YOUR APPROVAL
- ☒ FOR YOUR INFORMATION
- ☐ FOR YOUR COMMENTS
- ☐ SIGNATURE
- ☐ INVESTIGATE AND REPORT

COMMENTS:

This is the other part of the Department of Social Services Used Word Processor that was on the agenda February 10, 1981.

DSS - IBM 6/640 Document Printer - 60 monthly installments @\$234.17 per month. Interest charge of \$3,155.50 @10.5%. Total price \$14,050.30.

I haven't forgotten your updated list of IMS agencies. Should have it today or tomorrow and will send you a copy.

Thanks!

IMS list came in today. Copy attached.

14894

EXHIBIT

STATE BUDGET AND CONTROL BOARD

FEB 10 1981

NO. 20

REGULAR SESSION AGENDA

MEETING OF February 10, 1981

ITEM NUMBER

8

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Ten Year Lease for Employment Security Commission

The Division recommends authorization for the Employment Security Commission to enter into a ten year lease agreement for office space in Seneca, South Carolina. The Division has determined there exists a shortage of office space in Seneca and adequate space for the Commission's needs does not exist. The Commission seeks permission to receive on a competitive basis proposals from private interest to construct suitable office space in return for this lease. The Division makes this recommendation with the understanding that any lease would have to be approved by the Division on behalf of the Budget and Control Board. There is a precedent for this arrangement established in April of 1978 when the Board approved a similar arrangement for the Commission in Marion County.

Board Action Requested:

Staff Comment:

Attachments:

14895

EXHIBIT

STATE BUDGET AND CONTROL BOARD

REGULAR SESSION AGENDA

MEETING OF February 10, 1980

FEB 10 1981

NO. **21**

ITEM NUMBER 9

STATE BUDGET & CONTROL BOARD

Agency: Medical University

Subject: Request for Blanket Approval of Travel to the Virgin Islands

Vice President Wise of the Medical University requests that blanket approval be given to the travel of ten Medical University faculty members and research associates to St. Thomas, U. S. Virgin Islands, for the purpose of conducting research under a NOAA cooperative grant with the College of the Virgin Islands.

Mr. Wise notes that the nature of the research effort is such that there will be little or no advance notice of such travel.

Board Action Requested:

Consider granting blanket approval as requested through June 30, 1981 and consider amending travel regulations to include the U. S. Virgin Islands in those areas which do not require Board approval.

Staff Comment:

Attachments:

Wise January 14 letter to McInnis

14896

JAN 26 1981

OFFICE OF THE VICE PRESIDENT FOR
ADMINISTRATION AND FINANCE
(803) 792-4291

EXHIBIT

FEB 10 1981

NO. 21

STATE BUDGET & CONTROL BOARD



Medical University of South Carolina

171 ASHLEY AVENUE / CHARLESTON, SOUTH CAROLINA 29425

January 14, 1981

Mr. William A. McInnis
Deputy Executive Director
State Budget and Control Board
Post Office Box 12444
Columbia, S. C. 29211

Dear Mr. McInnis:

The Medical University currently has a NOAA cooperative grant with the College of the Virgin Islands, requiring several faculty members and their research associates to travel to St. Thomas, U.S. Virgin Islands in connection with their research activities.

Inasmuch as the U.S. Virgin Islands is not included in the foreign travel exceptions, travel approvals must be secured from your office in cases where there is little or no advance notice of the impending trip. In view of this fact, it has been necessary for us to receive telephone approval from your office or retroactive approval.

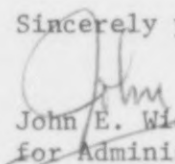
In view of your recent telephone conversation with Mr. Robert Fox, Interim Director of Business Operation, Medical University of South Carolina, it is requested that blanket approval be given for the following employees to travel to the U.S. Virgin Islands in connection with the activities of this grant:

Mr. Jose Castro	Mr. David Emerson	Dr. Hugh Fudenberg
Dr. Gillian Galbraith	Dr. Robert Galbraith	Dr. Tom Higerd
Dr. David Jollow	Mr. Raphe Kantor	Mrs. Marilyn Orvin
	Mr. Phillip Werner	

It is understood that there are no State funds involved in this travel and that any blanket approval will be effective through June 30, 1981, unless the State Budget and Control Board should change its policy and include the U.S. Virgin Islands in the excepted foreign areas.

Your cooperation in this matter is greatly appreciated.

Sincerely yours,


John E. Wise, Vice President
for Administration & Finance

14897

EXHIBIT

STATE BUDGET AND CONTROL BOARD

FEB 10 1981

NO. 22

REGULAR SESSION AGENDA

MEETING OF February 10, 1980

ITEM NUMBER 10

STATE BUDGET & CONTROL BOARD

Agency: Finance Division (Engineering)

Subject: Requested Release of PRT Permanent Improvement Project

Executive Director Brinkman of Parks, Recreation and Tourism has requested authorization to temporarily finance a portion of the Hickory Knob golf course, phase II, project for which bond funds are authorized in the 1980 act from other sources temporarily. He has identified \$105,472.96 authorized for general park improvements in Act 225 of 1975; \$11,000 authorized for general park improvements in Act 194 of 1979; and \$111,071.04 of federal funds as the alternate, temporary source of financing for the 1980 authorization (\$227,544 total).

Mr. Brinkman also indicates that these other sources could be permanently used should circumstances prevent issuing the 1980 bonds.

The Joint Bond Review Committee has reviewed this request and has granted its approval to it.

Board Action Requested:

Approve release of referenced project under the conditions indicated.

Staff Comment:

14898

Attachments:

Brinkman December 15, 1980 letter to McPherson plus attachments



27-81
(5)

EXHIBIT

FEB 10 1981 NO. 22

Fred P. Brinkman
Executive Director
(803) 758-2566

December 15, 1980

STATE BUDGET & CONTROL BOARD

Mr. John A. McPherson
Chief Engineer
South Carolina State Auditor's Office
207 Wade Hampton Office Building
Post Office Box 11333
Columbia, South Carolina 29211

RECEIVED
DEC 16 1980
S. C. DEPT. OF PARKS, RECREATION & TOURISM

Dear Mr. McPherson:

The 1980 Bond Act authorizes \$100,000 for the Lynches River State Park pool complex supplement and \$674,044 for the Hickory Knob Golf Course, Phase II, Facilities and Improvements. We realize that the time is still not appropriate to release the 1980 bonds, but we feel it is important that these two high priority revenue producing projects be completed.

Prior bond issues have provided funds for projects which have not yet been accomplished. We respectfully request to utilize \$327,544 from prior bond issues until such time as the 1980 bond funds are released.

We propose to utilize the \$327,544 as follows:

Lynches River State Park Pool Complex	\$100,000
Hickory Knob Golf Course, Phase II	227,544
TOTAL	\$327,544

Although we expect this to be a temporary utilization of these funds, the projects being curtailed could be permanently deleted should circumstances prevent issuing the 1980 bonds.

The Budget and Control Board has previously granted permission to the Department of Parks, Recreation and Tourism to utilize \$446,500 of the \$674,044 in 1980 bond funds authorized for the Hickory Knob Golf Course Phase II.

Permission from the Joint Bond Review Committee and the Budget and Control Board to utilize these existing funds will enable PRT to complete both of these high priority projects.

If you should desire additional information, please contact us.

Sincerely,

Fred P. Brinkman
Fred P. Brinkman

14899

FPB:pbs

Attachments: E Forms

South Carolina Department of Parks, Recreation & Tourism

Suite 113, Edgar A. Brown Building • 1205 Pendleton Street • Columbia, South Carolina 29201

30



FEB 02 1981

EXHIBIT

House of Representatives - State of ~~South Carolina~~ **FEB 10 1981**

NO. 22

STATE BUDGET & CONTROL BOARD

Charles E. Hodges

District No. 104-Horry County
4307 Broad Street
Loris, S.C. 29569

228 Blatt Building
Columbia, S.C. 29211

Tel. (803) 758-8316

Committees:

Ways and Means

Capital Improvements Bond Review Committee - Chairman

S.C. Committee on Tourism and Trade - Chairman

Public Transportation Study - Vice Chairman

State Reorganization Commission - Chairman

Majority Leader

January 29, 1981

Mr. William A. McInnis
Deputy Executive Director
State Budget and Control Board
212 Wade Hampton Bldg.
Columbia, South Carolina 29201

In re: S27-81; PRT Projects

Dear Mr. McInnis:

Transmitted herewith is Page 3 of Summary #27-81 indicating the Joint Bond Review Committee's approval of the transfer of funds from those projects listed thereon to the Hickory Knob State Park Golf Course project and the approval of the advancing of \$100,000 of 1968 Capital Bond Funds to the Lynches River State Park Swimming Pool project.

With kind regards,

Sincerely,

Charles E. Hodges, Chairman
Joint Bond Review Committee

CEH:lc

Enc. - #S27-81, page 3

14900

SUMMARY OF PERMANENT IMPROVEMENT PROJECT ACTIONS PROPOSED BY STATE AGENCIES AND INSTITUTIONS

Assembled by staff of State Budget and Control Board. Summary forwarded to Joint Bond Review Committee 12/29/80.

NUMBER

27-81

Date

Page 3 of 4.

NAME OF AGENCY OR INSTITUTION	ACTION PROPOSED	FUNDING CHANGE PROPOSED Amount/Source	PROJECT NUMBER	PROJECT NAME/PURPOSE OF REVISION/IMPACT ON SCOPE	COMMITTEE REVIEW	BOARD APPROVAL
5. PARKS, RECREATION & TOURISM (see 5d below) Support documents pp. 30-31.	(a) Revise budget (decrease) to \$19,000	Deduct \$1,000 of Capital Improvement Bond funds, Act 194 of 1979, General Park Improvements. Transfer to P28-008.	P28-047	Andrew Jackson State Park - Building Renovation (Near Lancaster) - The agency has determined that the funds can be made available to the Hickory Knob project.	JBR COMMITTEE APPROVED PER POLL 1/29/81	
(see 5d below) Support documents pp. 30 & 32.	(b) Revise budget (decrease) to \$34,910	Deduct \$10,000 Capital Improvement Bond funds, Act 194 of 1979, General Park Improvements. Transfer to P28-008.	P28-051	Greenwood State Park Renovation - The agency has determined that the funds can be made available to the Hickory Knob project.	JBR COMMITTEE APPROVED PER POLL 1/29/81	
(see 5d below) Support documents pp. 30 & 33.	(c) Revise budget (decrease) to \$25,945.16	Deduct \$5,054.84 Capital Improvement Bond funds, Act 225 of 1975, General Park Improvements. Transfer to P28-008.	P28-005	Erosion Control - State Parks - The Agency has determined that the funds can be made available to the Hickory Knob project.	JBR COMMITTEE APPROVED PER POLL 1/29/81	
Support documents pp. 30 and 34-37.	(d) Revise budget (increase) to \$2,237,735	Add \$427,544 1) Cap. Improve. Bonds Act 225 of 1975: (\$100,418.12) Act 225 of 1975: (\$5,054.84) Act 194 of 1979 (\$11,000) 2) Federal Funds T-77 Project, (\$111,071.04) HCBS funds, \$200,000	P28-008	Hickory Knob State Park - Golf Course (Near McCormick) Act 518 of 1980 authorized \$674,044 additional Capital Improvement Bond funds for this project. The agency requests authorization to advance funding to this project pending the release of the 1980 funds.	JBR COMMITTEE APPROVED PER POLL 1/29/81	
Support documents pp. 38.	(e) Revise budget (increase) to \$650,000	Add \$100,000, Capital Improvement Bond funds, Act 1377 of 1968	P28-012	Lynches River State Park - Swimming Pool (Near Florence) - Act 518 of 1980 authorized \$100,000 of Capital Improvement Bond funds. Authorization is requested to advance 1968 funds until the 1980 funds are released.	JBR COMMITTEE APPROVED PER POLL 1/29/81	

FEB 10 1981
NO. 22
STATE BUDGET & CONTROL BOARD

EXHIBIT

14901

27-81(S9)

FORM 7-121
Submit in Duplicate

REVISION OF PROJECT COST ESTIMATE

Date December 15 19 80Institution or Agency S. C. Dept. of Parks, Recreation & TourismName of Project Andrew Jackson State Park/Building Preservation

EXHIBIT

To: State Budget and Control Board
Columbia, South Carolina

FEB 10 1981 NO. 22

STATE BUDGET & CONTROL BOARD

Your approval of the following revised cost estimate on the above project is requested.

A statement is attached indicating the necessity of these revisions. *

Item	Last Estimate	Revised Estimate	Change
Site	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>0.00</u>
Grading	<u> </u>	<u> </u>	<u> </u>
Construction	<u> </u>	<u> </u>	<u> </u>
Fees	<u> </u>	<u> </u>	<u> </u>
Renovation	<u>9,980.00</u>	<u>8,980.00</u>	<u>-1,000.00</u>
Basic Equipment and Supplies	<u> </u>	<u> </u>	<u> </u>
Landscaping	<u> </u>	<u> </u>	<u> </u>
Builder's Risk Insurance	<u> </u>	<u> </u>	<u> </u>
Other <u>Bond Service</u>	<u>20.00</u>	<u>20.00</u>	<u> </u>
Contingencies	<u> </u>	<u> </u>	<u> </u>
Total Estimated Cost	\$ <u>10,000.00</u>	\$ <u>9,000.00</u>	\$ <u>-1,000.00*</u>

*Transferred to P28-008
(Hickory Knob Golf Course)STATE TREAS. I.D. NO. 20-068PRT I.D. NO. 85-072SIGNATURE OF DESIGNATED OFFICIAL
Engineering Coordinator PRT

TITLE

SIGNATURE OF FINANCIAL OFFICIAL
Director, Management Services PRT

TITLE

DATE Dec. 15 19 80

* If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

APPROVED: _____

State Auditor

DATE: 14902 31

REVISION OF PROJECT COST ESTIMATE

December 15

80

Date

19

Institution or Agency S. C. Department of Parks, Recreation & Tourism

Name of Project Greenwood State Park/Renovation

No. P28-057

EXHIBIT

To: State Budget and Control Board
Columbia, South Carolina

FEB 10 1981

NO. 22

Your approval of the following revised cost estimate on the above project is STATE BUDGET & CONTROL BOARD

A statement is attached indicating the necessity of these revisions. *

Item	Last Estimate	Revised Estimate	Change
Site	\$	\$	\$
Grading			
Construction			
Fees			
Renovation	44,910.00	34,910.00	-10,000.00
Basic Equipment and Supplies			
Landscaping			
Builder's Risk Insurance			
Other			
Contingencies			
Total Estimated Cost	\$ 44,910.00	\$ 34,910.00	\$ -10,000.00*

*Transferred to P28-008
(Hickory Knob Golf Course)

STATE TREAS. I.D. NO. 20-068

PRT I.D. NO. 85-066

Joe M. Baron
SIGNATURE OF DESIGNATED OFFICIAL
Engineering Coordinator PRT

[Signature]
SIGNATURE OF FINANCIAL OFFICIAL
Director Management Services PRT

DATE Dec. 15 19 80

* If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

APPROVED: State Auditor

DATE: _____

14903

32

REVISION OF PROJECT COST ESTIMATE 27-81(5C)

Date December 15 1980

Institution or Agency S. C. Dept. of Parks, Recreation & Tourism

Name of Project Erosion Control-State Parks No. P28-055

EXHIBIT

To: State Budget and Control Board
Columbia, South Carolina

FEB 10 1981 NO. 22

Your approval of the following revised cost estimate on the above project is requested.

STATE BUDGET & CONTROL BOARD

A statement is attached indicating the necessity of these revisions. *

Item	Last Estimate	Revised Estimate	Change
Site	\$	\$	\$
Grading			
Construction			
Fees			
Renovation			
Basic Equipment and Supplies	31,000.00	25,945.16	-5,054.84
Landscaping			
Builder's Risk Insurance			
Other			
Contingencies			
Total Estimated Cost	\$ 31,000.00	\$ 25,945.16	\$ -5,054.84*

*Transferred to P28-008
(Hickory Knob Golf Course)

STATE TREAS. I.D. NO. None
PRT I.D. NO. 85-044

Joe M. Brown
SIGNATURE OF DESIGNATED OFFICIAL
Engineering Coordinator PRT
TITLE
[Signature]
SIGNATURE OF FINANCIAL OFFICIAL
Director Management Services PRT
TITLE

DATE Dec. 15 1980

* If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

APPROVED: State Auditor

DATE: 14904 33

27-81(Sa)

100V. 1-121
Submit in Duplicate

REVISION OF PROJECT COST ESTIMATE

Date December 15 19 80Institution or Agency S. C. Dept. of Parks, Recreation & TourismName of Project Hickory Knob Golf Course No. P28-008To: State Budget and Control Board
Columbia, South Carolina

EXHIBIT

Your approval of the following revised cost estimate on the above project is requested.

FEB 10 1981

NO. 22

A statement is attached indicating the necessity of these revisions. *

STATE BUDGET & CONTROL BOARD

Item	Last Estimate	Revised Estimate	Change
Site Irrigation	\$ 229,218.00	\$ 229,218.00	\$
Grading Utilities	25,000.00	38,500.00	13,500.00
Construction Fairway Construction	1,056,518.00	1,056,518.00	
Pro Shop	100,284.00	400,000.00	299,716.00
Fees	58,000.00	58,000.00	
Renovation Maintenance Shop Building	89,716.00	89,716.00	
Rain Shelters (2)		8,500.00	8,500.00
Basic Equipment and Supplies	140,000.00	175,000.00	35,000.00
Landscaping Parking & Trap Sand	70,000.00	132,000.00	62,000.00
Stabilization Material-Fairways	4,492.85	9,000.00	4,507.15
Builder's Risk Insurance	1,000.00	1,000.00	
Other Bond Service Cost	386.00	386.00	
Bid Advertising	855.00	1,050.00	195.00
Contingencies	34,721.15	38,847.00	4,125.85
Total Estimated Cost	\$ 1,810,191.00	\$ 2,237,735.00	\$ 427,544.00*

*Additional Funding Detail on Back

STATE TREAS. I.D. NO. 12-010,20-068,18-050PRT I.D. NO. 85-000-010SIGNATURE OF DESIGNATED OFFICIAL
Joe M. Dancy

Engineering Coordinator PRT

TITLE

SIGNATURE OF FINANCIAL OFFICIAL

Director, Management Services, PRT

TITLE

DATE Dec. 15 19 80

* If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

14905

APPROVED: _____

State Auditor

DATE: _____ 34

*Additional Funds Transferred from:

Act 225 of 1975 (General Park Improvements) Long Bluff State Park-Treas I.D. #12-010	\$ 100,418.12
Act 225 of 1975 (General Park Improvements) Erosion Control-State Parks-P28-055- Treas. I.D. - None	5,054.84
Act 194 of 1979 (General Park Improvements) Greenwood State Park Renovation P28-051- Treas. I.D. #20-068	10,000.00
Act 194 of 1979 (General Park Improvements) Andrew Jackson-Prev. Bldg.-P28-047- Treas. I.D. #20-068	1,000.00
Balance of Funds from I-77 Project (Federal Funds Rec'd)	111,071.04
Increase in HCRS Funding From \$763,691.00 to \$963,691.00	<u>200,000.00</u>
	<u>\$ 427,544.00</u>

HICKORY KNOB GOLF COURSE

Current Approved Funding Level

Bond Act 646 (1979)	\$ 600,000
Bond Act of 1980 (Borrowed from other projects pending release of 1980 Bond Funds - B & C approved)	446,500
HCRS Funds (#788)	<u>763,691</u>
Total	\$1,810,191

Additional Funds that could be added:

Balance of 1980 Bond Funds (would need approval of B & C Board - require freezing of current projects with General Park Funding authorizations)	227,544
Amendment to HCRS #788	<u>200,000</u>

Proposed Funding (see attached budget)	<u>\$2,237,735</u>
--	--------------------

EXHIBIT

FEB 10 1981 NO. 22

STATE BUDGET & CONTROL BOARD //

14906

PROPOSED BUDGET - HICKORY KNOB GOLF COURSE PROJECT

	<u>CURRENT</u>	<u>REVISED</u>
Irrigation	\$ 229,218	\$ 229,218
Utilities	25,000	38,500
Fairway Construction	1,056,518	1,056,518
Fees	58,000	58,000
Golf Course Equipment	140,000	140,000
Parking & Trap Sand	70,000	132,000
Stabilization Material - Fairways	4,493	9,000
Maintenance/Shop Building	89,716	89,716
Rain Shelters (2)		8,500
Pro Shop	100,284	400,000
Equipment (Pro Shop)		35,000
Builders Risk Insurance	1,000	1,000
Bond Service Cost	386	386
Bid Advertising	855	1,050
Contingencies	<u>34,721</u>	<u>38,847</u>
 TOTAL	 <u>\$ 1,810,191</u>	 <u>\$ 2,237,735</u>