

MINUTES OF BUDGET AND CONTROL BOARD MEETING

SEPTEMBER 22, 1975

The Budget and Control Board held a luncheon meeting at the Governor's Mansion at 12:30 p. m. on September 22, 1975. The following members were in attendance.

Governor James B. Edwards  
Mr. Grady L. Patterson, Jr.  
Mr. Henry Mills  
Senator Rembert C. Dennis

Mr. F. Julian LeaMond was absent as he was out of the State.

Also in attendance were Messrs. P. C. Smith and W. T. Putnam.

The following business was transacted.

MINUTES OF THE PREVIOUS MEETING - The Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, approving the minutes of the meeting of September 2, 1975.

CAPITAL IMPROVEMENT BONDS - In a letter dated September 16, 1975, Senator Paul Moore of Spartanburg requested that the Budget and Control Board approve a Capital Improvement Bond issue for funding the Classroom/Library Building at the Spartanburg branch of the University of South Carolina, subject to court approval. Senator Moore indicated that, with this action, a court suit could be instituted to clear the way for a legal decision concerning the Board's authority to issue these bonds.

Upon receipt of this letter, a written opinion was requested from Mr. Huger Sinkler, Bond Counsel. This decision was given in a letter dated September 19, 1975, and stated that it was preferable for the Board to take action to issue bonds and to have a suit brought to contest this approval rather than to permit a suit by one State agency to force another State agency to take specific action.

Board members were agreeable to approve the Spartanburg project to precipitate court action but Senator Dennis pointed out that the court might simply rule on the project in question leaving the Budget and Control Board without specific guidelines. He suggested that the Board should approve all of the projects previously recommended to Mr. Huger Sinkler (See minutes of September 2, 1975). In subsequent discussion, it was also agreed that the recommendation should include Wildlife projects which called for laboratory equipment and for the construction of a food technology laboratory building, which is to be financed through an agreement with the Federal Government.

It was called to the attention of Board members that the Vocational Education facilities at McCormick, South Carolina, should have been included in the original list which was presented to Mr. Sinkler but was omitted because of the lack of certain information on the part of the Department of Education.

Board members unanimously approved a motion by Mr. Patterson, seconded by Senator Dennis, approving the following projects, contingent upon subsequent approval of the courts.

University of South Carolina  
Aiken - Multipurpose Building  
Spartanburg - Library/Classroom Building  
Francis Marion College  
Media Center  
Department of Education - Vocational Education  
Marion  
Jasper (Beaufort-Jasper)  
Beaufort (Beaufort-Jasper)  
Newberry  
Abbeville  
Florence # 4  
Florence # 1  
York # 3  
Anderson # 5  
Cope  
Charleston  
Richland # 2 (Wilson)  
Orangeburg # 5  
McCormick  
Wildlife and Marine Resources  
Cooperative Marine Research Fac. - Equip.

Wildlife and Marine Resources (Continued)  
Lake Long  
Food Technology Laboratory  
Dennis Wildlife Center (Phase II)

Data pertaining to this matter have been retained in these files and are collectively identified as Exhibit I.

REPORT ON GENERAL FUND - As required by law, Mr. P. C. Smith gave a report on the State's general fund operations for the fiscal year 1974-75. This report indicated that the State ended the fiscal year with an operating loss of \$65,714,310.31. The report also indicated that the surplus balance at the end of the fiscal year 1974-75 amounted to \$21,567,979.12 but that \$41,456,326.75 will be needed to balance the budget for the fiscal year 1975-76.

Actual collections of general fund revenues, exclusive of revenue sharing funds, amounted to \$844,599,083.22 for the fiscal year 1974-75.

Board members unanimously approved a motion by Mr. Patterson, seconded by Senator Dennis, making the report as submitted by Mr. Smith the official report for the fiscal year 1974-75.

A copy of the report has been retained in these files and is designated as Exhibit II.

BOARD FOR TECHNICAL AND COMPREHENSIVE EDUCATION - REPORT OF SUB-COMMITTEE - At its meeting of August 20, 1975, the Budget and Control Board received a request from the State Board for Technical and Comprehensive Education to rule upon a controversy which exists between the State Board for Technical Education and the Horry-Georgetown Technical Education Commission. The Horry-Georgetown Commission has requested authority to establish two positions as Associate Directors and to pay each an annual salary of \$24,000. They have also requested authority to pay the Director of Horry-Georgetown TEC \$26,000.

The State Board for Technical and Comprehensive Education approved

the establishment of the two positions but felt that the salaries proposed were excessive.

At the meeting of August 20, 1975, the Budget and Control Board referred the matter to a subcommittee of Messrs. Patterson, Mills and Smith. At the present meeting, this subcommittee gave its report. It was the unanimous opinion of the members of the subcommittee that the State Board for Technical and Comprehensive Education has the authority to establish a salary plan for all of the centers under its jurisdiction and to require adherence to this plan. The subcommittee also reported that the salaries as approved by the State Board for Technical and Comprehensive Education seemed to be in line with those being paid comparable positions at other centers. Therefore, the subcommittee recommended that the Budget and Control Board uphold the findings of the State Board of Technical and Comprehensive Education.

The Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, upholding the salaries as recommended by the State Board for Technical and Comprehensive Education.

The annual salaries as approved by the Budget and Control Board are as follows.

Director, Horry-Georgetown TEC	\$ 23 000
Associate Director, Administration	19 573
Associate Director, Educational Affairs	20 874

CLEMSON UNIVERSITY - SELECTION OF ARCHITECTS - Officials of Clemson University had requested permission to contract with the architectural firm of Pearlstine-Anderson for the developing of plans for the construction of an Incinerator and Post Mortem Facility. Data was furnished indicating that all legal requirements for the selection of an architectural or engineering firm had been met.

Board members unanimously approved a motion by Senator Dennis,

seconded by Mr. Patterson, authorizing the hiring of the firm of Pearlstine-Anderson for the design of this facility.

Data pertaining to this matter has been retained in these files and is identified as Exhibit III.

STATE BOARD FOR TECHNICAL AND COMPREHENSIVE EDUCATION - SELECTION OF ARCHITECT - In a letter dated August 28, 1975, the State Board for Technical and Comprehensive Education advised that the architectural firm of Jones and Fellers had declared bankruptcy and were no longer able to provide services for the construction of the shop complex at Beaufort TEC. The architectural firm was selected in April of 1973 and construction on the project was begun on November 25, 1974.

The State Board for Technical and Comprehensive Education requested authority to waive the requirement for advertising for architectural services and to negotiate with a reputable architectural firm to complete this project.

Board members agreed that the law did not specifically cover a situation such as this and that there was a degree of urgency in obtaining an architectural firm to complete the shop complex. Therefore, Board members unanimously approved a motion by Mr. Mills, seconded by Mr. Patterson, authorizing the State Board for Technical and Comprehensive Education to forego the advertising procedure and to negotiate with an architectural firm to complete the Beaufort project.

A copy of the letter from the State Board for Technical and Comprehensive Education has been retained in these files and is identified as Exhibit IV.

UNIVERSITY OF SOUTH CAROLINA - BLANKET BOND - Some time ago, the University of South Carolina requested permission to obtain a blanket bond for its security officers. This bond has now been negotiated and the form and execution have been approved by the Attorney General's office.

Board members unanimously approved a motion by Mr. Mills, seconded

by Senator Dennis, approving this bond.

Data pertaining to this matter has been retained in these files and is identified as Exhibit V.

PERSONNEL DIVISION - COMPENSATION STUDY FOR AGENCY HEADS - Dr.

Jack Mullins reported that officials of the Board for Technical and Comprehensive Education had requested that the compensation study for agency heads be broadened to include the sixteen Directors or Presidents of the various Technical Education Centers. Dr. Mullins indicated that the matter had been discussed with the consulting firm and these positions can be included at a nominal cost.

Board members unanimously approved a motion by Mr. Patterson, seconded by Senator Dennis, authorizing the inclusion of these positions in the present compensation study.

BUDGET AND CONTROL BOARD MEETING - Board members unanimously agreed to meet at 9:30 a. m. on Thursday, September 25, 1975, for the specific purpose of discussing the various projects which have been recommended by the Board of Health and Environmental Control for funding from the Health Care Extension monies.

DEPARTMENT OF MENTAL HEALTH - DEMOLITION OF BUILDING - Officials of the Department of Mental Health submitted a request for permission to demolish the Tally Building located at the State Hospital. Information furnished indicated that the building was constructed in 1904 and contains approximately 17,700 sq. ft. of floor space. According to Mental Health officials, the age and poor arrangement of the building make it unsuitable for use in the treatment of patients and necessary renovations are not feasible because of prohibitive costs.

Mr. P. C. Smith reported that engineers of the State Auditor's office have examined the building and confirm the judgment that it should be razed.

Board members unanimously approved a motion by Senator Dennis, seconded by Mr. Patterson, authorizing the demolition of the Tally Building.

Data pertaining to this matter has been retained in these files and is identified as Exhibit VI.

INDUSTRIAL REVENUE BONDS - BERKELEY COUNTY - On July 23, 1974, the Budget and Control Board approved a request from Berkeley County for the issuing of Industrial Revenue Bonds on behalf of Charleston Warehouse Associates. The original approval for \$1,800,000 was increased on May 13, 1975, to \$2,475,000. The supplemental Petition contains a statement that the interest rate for these bonds will not exceed ten percent per annum.

A maturity schedule has now been developed and, although the interest rate averages less than ten percent, the bonds maturing from 1994 through 1996 carry a rate of ten and one fourth percent.

In a letter dated September 19, 1975, Mr. O. Wayne Corley requested Board approval for altering the Petition to permit an interest rate of ten and one fourth percent on bonds maturing from 1994 through 1996.

Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, authorizing this modification to the Petition.

Data pertaining to this matter has been retained in these files and is identified as Exhibit VII.

SECRETARY'S NOTE: Dr. Jack Mullins advised Board members that the next item of business pertained to a Grievance Hearing. Board members, therefore, unanimously agreed to declare itself in Executive Session.

SECRETARY'S NOTE: After conducting personnel business in Executive Session, the Budget and Control Board again declared itself in open session. After being advised that the final item of business concerned a seal for the Educational Facilities Authority, Board members unanimously agreed to

meet in their capacity as ex-officio members of the Educational Facilities Authority.

EXHIBIT I  
SEPT. 22, 1975

September 19, 1975

Senator Paul M. Moore  
251 Magnolia Street  
Spartanburg, South Carolina 29301

Dear Paul:

At your request, we will have on the Agenda for the meeting of the Budget and Control Board Monday, September 22, the matter of approving your entering into a construction contract for the Library at the Spartanburg Branch of the University of South Carolina.

We will advise you immediately of Board action.

Very truly yours,

P. C. Smith  
State Auditor

PCS:dr

1119

PAUL M. MOORE  
SENATOR, SPARTANBURG COUNTY  
SENATORIAL DISTRICT NO. 4  
SENATE OFFICE NO. 1

HOME ADDRESS:  
251 MAGNOLIA STREET  
SPARTANBURG, S. C. 29301  
582-5472 OR 582-4810



COMMITTEES:  
BANKING AND INSURANCE  
EDUCATION  
JUDICIARY  
LABOR, COMMERCE AND INDUSTRY  
MEDICAL AFFAIRS

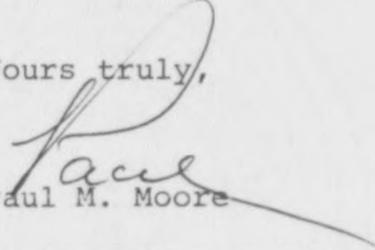
September 16, 1975

Mr. P. C. Smith  
State Auditor  
P. O. Box 11333  
Columbia, South Carolina - 29211

Dear Pat:

In chatting with Senator Dennis this afternoon, I am requesting that you place on the agenda of the Budget and Control Board which I am informed meets Monday, September 22, the approval of the bond issue for the University of South Carolina Spartanburg Branch, subject to court approval. It is my opinion that this will make a justiciable issue giving us the opportunity to pursue the interpretation of the Act of the General Assembly.

Yours truly,

  
Paul M. Moore

PMM:gm

1120



Mr. P. C. Smith  
September 18, 1975  
Page Two

If we can furnish any other information, please feel free to call.

Sincerely,



B. A. Daetwyler  
Vice President for Finance

BAD:lb

CC: Mr. William T. Putnam  
Mr. Tom Faris

SINKLER GIBBS SIMONS & GUÉRARD  
ATTORNEYS & COUNSELLORS AT LAW  
PROFESSIONAL ASSOCIATION

2074  
TELEPHONE 722-3366  
AREA CODE 803

HUGER SINKLER  
CHARLES H. GIBBS  
ALBERT SIMONS, JR.  
THEODORE B. GUÉRARD  
G. DANA SINKLER  
THOMAS A. HUTCHESON  
ROBERT H. HOOD  
CHARLES F. AILSTOCK  
M. WILLIAM YOUNGBLOOD, JR.  
JOHN H. WARREN, III  
J. RANDOLPH PELZER  
STEPHEN E. DARLING

2 PRIOLEAU STREET

CHARLESTON, S. C. 29402

POST OFFICE BOX 340

September 19, 1975

State Budget & Control Board  
Columbia, South Carolina

Dear Sirs:

Your Secretary, Mr. P. C. Smith, has sent to me a copy of the letter which he received from Senator Paul M. Moore of Spartanburg under date of September 16, 1975 as well as a copy of a letter which he received from Mr. B. A. Daetwyler, Vice President for Finance of the University of South Carolina under date of September 18, 1975. Both of these letters relate to the question as to whether under the particular circumstances, Capital Improvement Bonds might be issued to meet the cost of a classroom library building (South Carolina Project 27-102) for the Spartanburg Branch of the University of South Carolina.

It appears that an architect was employed on May 1, 1975 and bids for the construction of the Project were advertised on May 25, June 1 and June 8, 1975. Responsive to the advertisement, bids were received on July 14, 1975. The apparent successful bidder has indicated that his bid will remain open until October 1, 1975.

The right to issue bonds for this Project is subject to the provisions of Act R-321 of 1975, which became effective on June 6, 1975. In our letter to you under date of September 2, 1975, we pointed out that we were uncertain as to whether the language of the proviso would permit you to issue bonds for this purpose as the actual Project was not under contract as of June 6, 1975 as seemingly required by Act R-321.

1123

SINKLER GIBBS SIMONS & GUÉRARD  
ATTORNEYS & COUNSELLORS AT LAW  
PROFESSIONAL ASSOCIATION

2014  
TELEPHONE 722-3366  
AREA CODE 803

HUGER SINKLER  
CHARLES H. GIBBS  
ALBERT SIMONS, JR.  
THEODORE B. GUÉRARD  
G. DANA SINKLER  
THOMAS A. HUTCHESON  
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SINKLER GIBBS SIMONS & GUERARD, P. A.

State Budget & Control Board  
of South Carolina  
September 19, 1975  
Page Two

Since writing you on September 2, 1975, our attention has been directed to numerous other Projects whose status is questionable in the light of the language of Act R-321. In our letter of September 2, 1975, we pointed out to you that we could not issue an approving opinion on bonds when there was any question involved.

Clearly, the subject language could be construed to mean that for bonds to be issued, the construction contract itself must have been let. On the other hand, the Court might well reach the conclusion that the legislature intended that your Board be given a discretion to deal with Projects that had been previously approved by your Board as of the cut off date and as to which some work had actually been done even though a final construction contract had not yet been let.

There are further ramifications that might result from a literal interpretation of this language. Suppose a building contract had been awarded prior to June 6 and work on the contract was underway. The final Project could well include furnishings or equipment without which the building would be valueless. Let us assume that it had been decided that the contract for furnishings or equipment would not be let until the building was nearly completed. Under a literal interpretation of the wording in Act R-321, it could be held that despite the fact that the building would be complete, the equipment or the furnishings might not be purchased.

In view of the vexatious problems that have arisen, we believe that it would be desirable to arrange for the Supreme Court to construe this language.

If you agree with this recommendation, then in order to present a justiciable controversy, you should adopt a resolution authorizing the Spartanburg Project so that a taxpayer might challenge your action. Under these circumstances, you should warn those involved in the Spartanburg Project that no action should be taken prior to the Court's decision of the matter.

In view of the interest of the Attorney General in this matter, I am taking the liberty of sending him a copy of this letter.

Respectfully,

*Degea Sinkler*

HS:dn

1124

cc: Honorable Daniel R. McLeod

EXHIBIT II  
 SEPT. 22, 1975

GENERAL FUND OPERATIONS

1974-75

	<u>Budget</u> 1974-75	<u>Actual</u> July 1, 1974- Aug. 31, 1975	<u>Budget</u> Balance Aug. 31, 1975
<u>Available Funds:</u>			
Brought Forward from 1973-74	31 443 772 33	31 443 772 33	
Estimated Revenue*	<u>903 113 165 94</u>	<u>881 686 249 16</u>	<u>21 426 916 78</u>
Total Available Funds	934 556 938 27	913 130 021 49	21 426 916 78
<u>Appropriations:</u>			
General Operations:			
Brought Forward from 1973-74	21 782 482 63		
General Appropriation Act	882 922 527 43		
Supplemental Appropriation Act	7 473 969 00		
Special Acts	<u>25 719 63</u>	_____	_____
Total (General Operations)	912 204 698 69	871 716 460 51	
Aid to Subdivisions	72 352 091 78	69 830 946 89	
Capital Outlay and Non-recurring:			
Brought Forward from 1973-74	9 661 289 70		
Regular Appropriations	<u>1 898 500 00</u>	_____	_____
Total (Capital Outlay and Non-recurring)	11 559 789 70	7 587 705 21	
Appropriations Carried Forward	_____	<u>29 709 219 19</u>	_____
Total Appropriations	<u>996 116 580 17</u>	<u>978 844 331 80</u>	<u>17 272 248 37</u>
<u>Operating Loss</u>	<u>(61 559 641 90)</u>	<u>(65 714 310 31)</u>	<u>(4 154 668 41)</u>

\*Includes Revenue Sharing

GENERAL FUND REVENUE COLLECTIONS

Fiscal Year 1974-75

<u>Source</u>	<u>Estimate (Revised April 1975)</u>	<u>Actual Collections</u>	<u>Balance</u>
Admissions Tax	3 500 000 00	3 530 815 96	(30 815 96)
Alcoholic Liquors Tax	30 600 000 00	30 432 244 65	167 755 35
Bank Tax	2 400 000 00	2 235 801 34	164 198 66
Beer and Wine Tax	38 000 000 00	37 881 483 47	118 516 53
Building and Loan Associations	1 000 000 00	832 032 98	167 967 02
Business License Tax	22 100 000 00	22 084 461 74	15 538 26
Coin-Operated Device Tax	1 100 000 00	1 065 717 48	34 282 52
Contractors License Tax	350 000 00	367 973 00	(17 973 00)
Corporation License Tax	8 200 000 00	8 630 774 29	(430 774 29)
Documentary Tax	5 400 000 00	5 050 868 69	349 131 31
Earned on Investments	22 500 000 00	25 976 942 32	(3 476 942 32)
Electric Power Tax	10 300 000 00	9 829 349 64	470 650 36
Estate Tax	5 700 000 00	5 976 633 44	(276 633 44)
Fertilizer Inspection Tax	280 000 00	223 659 79	56 340 21
Gasoline Tax - Counties	14 500 000 00	14 881 522 79	(381 522 79)
Gift Tax	400 000 00	405 505 55	(5 505 55)
Income Tax	310 000 000 00	290 508 965 99	19 491 034 01
Insurance Tax	22 000 000 00	21 735 302 88	264 697 12
Motor Transport Fees	1 500 000 00	1 492 578 42	7 421 58
Retail Sales Tax	343 000 000 00	337 711 494 87	5 288 505 13
Retailers License Tax	500 000 00	538 601 67	(38 601 67)
Soft Drinks Tax	8 700 000 00	8 777 540 25	(77 540 25)
Workmen's Compensation Tax	2 100 000 00	2 017 232 03	82 767 97
Public Service Assessment	1 001 000 00	999 888 00	1 112 00
Public Service Authority	764 000 00	763 535 31	464 69
Department of Agriculture	5 157 000 00	5 134 897 42	22 102 58
Miscellaneous Departmental Revenue	2 149 000 00	2 873 352 60	(724 352 60)
Department-Supported Appropriations	2 825 000 00	2 639 906 65	185 093 35
Total	<u>866 026 000 00</u>	<u>844 599 083 22</u>	<u>21 426 916 78</u>

LAPSED FUNDS

FISCAL YEAR 1974-75

Personal Service*	6 378 497 70
Employer Contribution:	
Retirement - Public School Employees	3 038 381 72
Retirement - Ret. Persons under PIA	32 741 57
Social Security - Public School Employees	410 421 82
Aid to Subdivisions	2 521 144 89
Debt Service	1 215 790 18
All Other	<u>3 675 270 49</u>
Total Lapse	<u>17 272 248 37</u>

\*1973-74 Personal Service Lapse - \$978,317.77

SURPLUS FUNDS

<u>Surplus</u> - Beginning 1974-75		95 282 289 43
Less: Appropriation for Housing Bond Reserve Fund		<u>10 000 000 00</u>
Balance		85 282 289 43
Less: Loss 1974-75 Operations	(65 714 310 31)	
Add: Reduction in Health and Environmental Control Surplus Appropriation	2 000 000 00	<u>(63 714 310 31)</u>
Surplus Balance - End of 1974-75		21 567 979 12
Less: Required for 1975-76 Appropriations (Net)		<u>(41 456 326 75)</u>
Balance		<u>(19 888 347 63)</u>

GENERAL FUND OPERATIONS

1975-76

<u>Available Funds:</u>	
Brought Forward from 1974-75	29 709 219 19
Estimated Revenue:	
Regular Tax Sources	960 656 500 00
Revenue Sharing	29 584 698 00
Debt Service Transfers	19 423 105 00
Waste Treatment Loan Repayments	<u>900 000 00</u>
 Total Available Funds	 <u>1 040 273 522 19</u>
 <u>Appropriations:</u>	
General Operations:	
Brought Forward from 1974-75	25 737 135 00
General Appropriation Act	<u>992 179 629 75</u>
 Total (General Operations)	 1 017 916 764 75
 Aid to Subdivisions	 71 591 000 00
 Capital Outlay and Non-recurring:	
Brought Forward from 1974-75	<u>3 972 084 19</u>
 Total Appropriations	 1 093 479 848 94
 Less: Allowance for Employee Vacancies	 <u>(11 750 000 00)</u>
 Total Appropriations (Net)	 <u>1 081 729 848 94</u>
 Operating Loss (Estimated)	 <u>(41 456 326 75)</u>

*PA*  
*mem*

EXHIBIT III  
file  
SEPT. 22, 1975



CLEMSON  
UNIVERSITY

VICE PRESIDENT FOR BUSINESS AND FINANCE

September 1, 1975

Mr. P. C. Smith  
State Auditor  
Post Office Box 11333  
Columbia, South Carolina 29211

Dear Mr. Smith:

Incinerator and Post Mortem Facility

We have completed the first four steps of the State Budget and Control Board's procedures to be followed in selection of an architectural-engineering firm for our Incinerator and Post Mortem Facility.

In accordance with Step 5 of these procedures we submit for approval the firm of Pearlstine-Anderson and are attaching (1) a copy of a tentative contract, (2) a certification showing required newspaper announcements regarding architectural-engineering services for this project, (3) a list of firms submitting resumes, (4) a list of firms whose representatives were interviewed, and (5) a list of construction projects with E-1's dated after January 1, 1972, showing for each the nature of the project, the architects-engineers, and the original contract amount.

If additional information is needed, please get in touch with me.

Sincerely yours,

A handwritten signature in cursive script, appearing to read 'Melford A. Wilson'.

Melford A. Wilson  
Vice President for Business and Finance

MAW:jac

Enclosures

1130



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THE STANDARD FORM OF AGREEMENT  
BETWEEN CLIENT AND ARCHITECT

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THIS AGREEMENT

made this 27<sup>th</sup> day of August in the year Nineteen Hundred and Seventy Five

BY AND BETWEEN

Clemson University

hereinafter called the Client, and

Maynard Pearlstine/William Anderson

hereinafter called the Architect

WITNESSETH,

that whereas the Client intends to build an

Incinerator and Post Mortem Facility hereinafter called the Project,

NOW, THEREFORE,

the Client and the Architect, for the considerations hereinafter set forth agree as follows:

ARTICLE 1. The Client and the Architect agree to the general terms, conditions and principles regarding services, compensation, and architect - client relations as recommended by the South Carolina Chapter, The American Institute of Architects and embodied in its publication entitled "Standards of Architectural Service", dated January, 1970, a copy of which is attached hereto and made a part of this Agreement.

ARTICLE 2. The Architect agrees to provide applicable services as outlined in the above mentioned publication.

ARTICLE 3. The Client agrees to pay the Architect for his services in accordance with applicable conditions set forth in the above-mentioned publication as follows:

3.1 For his Basic Services

7.4% of the Construction Cost



ARTICLE 4. The following provisions supersede, change and modify any contrary provisions contained in other articles of this agreement and in "The Standards of Architectural Services," South Carolina Chapter, A.I.A., Jan. 1970 edition.

- 4.1 The Architect agrees:
- 4.01 to furnish without extra charge as many sets of contract documents as may be required to serve all prospective bidders and Clemson University's review and approving agencies.
- 4.02 that on completion of the project to furnish to Clemson University without extra charge a complete set of "as built" reproducible drawings which will not deteriorate with age.
- 4.03 that he and his electrical and mechanical engineers shall make at least one joint visit to the job site each month and file a written report of that visit with Clemson University.
- 4.04 that a mutually agreed upon representative of the Architect's Office shall make at least a weekly visit to the job site, except for any week that Clemson University indicates to the Architect that a visit is not necessary.
- 4.05 that he will deliver a final report, all warranties, operating manuals, materials lists, and other similar items as may be outlined in the contract specifications to Clemson University prior to application for final payment to the Architect.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Client Clemson University

Maynard Pearlstine/William Anderson  
Architect

By \_\_\_\_\_  
Melford A. Wilson  
Vice President for  
Business and Finance

By Maynard Pearlstine  
Maynard Pearlstine

1131-A

ARCHITECT-ENGINEER  
NEED  
QUALIFICATION  
REQUEST

Clemson University requests resumes of qualifications from firms interested in providing architectural-engineering services for the Large Animal Postmortem Facility. This facility is to be constructed at the South Carolina Livestock Diagnostic Laboratory, Sandhill Experiment Station, Columbia, S.C., and will include a large animal necropsy area, incinerator, and other support facilities. Resumes must be received in the Office of Melford A. Wilson, Vice President for Business and Finance, Clemson University, Clemson, S.C. 29631, not later than July 11, 1975. Resumes already on file at the University will be considered.

CLEMSON UNIVERSITY  
BUSINESS AND FINANCE

JUN 26 11 07 AM '75  
COLUMBIA NEWSPAPERS, INC.

Publishers of

**The State**  
Mornings and Sunday

AND

**The Columbia Record**  
Evenings

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

Personally appeared before me C. M. Regal, Retail Advertising Manager  
of THE STATE, and makes oath that the advertisement,

ARCHITECT-ENGINEER QUALIFICATION REQUEST - Clemson University

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

June 23, 24, 25, 1975

C. M. Regal

Subscribed and sworn to before me  
this 25th day of June 1975.

J. J. [Signature] Notary Public

1132

ARCHITECTURAL-ENGINEERING FIRMS SUBMITTING RESUMES  
FOR THE LARGE ANIMAL POSTMORTEM FACILITY

August 18, 1975

1. Carson and Williams Architects  
2801 Devine Street  
Columbia, S. C. 29205
2. Jeffrey Marc Rosenblum, AIA Architect  
276 East Bay Street  
Charleston, S. C. 29401
3. Associated Architects-Engineers-Planners  
North Twenty Center  
U.S. 1 and I-20  
Columbia, S. C. 29204
4. Russell and Axon  
P. O. Box 1305  
Anderson, S. C. 29621
5. Columbia, Architect Group  
1308 Lady Street  
Columbia, S. C. 29201
6. R. S. Noonan, Inc.  
P. O. Box 1388  
Greenville, S. C. 29602
7. Riley/Bultman/Coulter Associates  
6941 N. Trenholm Road  
Columbia, S. C. 29206
8. Peritus Engineers, Inc.  
Box 6502  
Greenville, S. C. 29606
9. Lucas and Stubbs Associates, Ltd.  
255 East Bay Street  
Charleston, S. C. 29401
10. Paul E. Allen, AIA Architect  
P. O. Box 5762  
Columbia, S. C. 29250

11. McGinty & Dye, AIA Architects  
Hilton Head Office  
Lagoon Road  
Hilton Head Island, S. C. 29928
12. Fellers and Associates  
604 Bladen Street, Suite B  
Beaufort, S. C. 29902
13. Keane/Sherratt  
P. O. Box 5786  
Hilton Head Island, S. C. 29928
14. Prather, Thomas, Campbell, Pridgeon, Inc.  
Box 3028  
Spartanburg, S. C. 29302
15. Alexander-Moorman and Associates  
218 Newberry Street, S. W.  
Aiken, S. C. 29801
16. Blume, Cannon & Ott  
2230 Devine Street  
Columbia, S. C. 29205
17. Smith and Fuller Architects  
310 W. Pine Street  
Florence, S. C. 29501
18. J. Alison Lee, AIA Architect  
P. O. Box 3195  
Greenwood, S. C. 29646
19. J. E. Serrine Company  
P. O. Box 5456  
Greenville, S. C. 29606
20. Wells & Fleetwood Architects  
234 Richland Ave.  
Aiken, S. C. 29801
21. Vickery, Allen, Bashor  
44J Pine Knoll Drive  
Greenville, S. C. 29609

22. Love, Cobb & McElveen, Architects, Inc.  
Middleborough  
Columbia, S. C. 29204
23. Design Collaborative, Inc.  
2818 Devine Street  
Columbia, S. C. 29205
24. William Bailey Kauric, Architect  
2908 Devine Street  
Columbia, S. C. 29205
25. Pearlstine-Anderson  
3106 Devine Street  
Columbia, S. C. 29205
26. Lockwood Greene Engineers, Inc.  
P. O. Box 491  
Spartanburg, S. C. 29301
27. Lafaye Associates, Inc.  
Henningson, Durham & Richardson  
2500 Devine Street  
Columbia, S. C. 29205
28. LBC&W  
1301 Gervais Street  
Columbia, S. C. 29202

22. Love, Cobb & McElveen, Architects, Inc.  
Middleborough  
Columbia, S. C. 29204
23. Design Collaborative, Inc.  
2818 Devine Street  
Columbia, S. C. 29205
24. William Bailey Kauric, Architect  
2908 Devine Street  
Columbia, S. C. 29205
25. Pearlstine-Anderson  
3106 Devine Street  
Columbia, S. C. 29205
26. Lockwood Greene Engineers, Inc.  
P. O. Box 491  
Spartanburg, S. C. 29301
27. Lafaye Associates, Inc.  
Henningson, Durham & Richardson  
2500 Devine Street  
Columbia, S. C. 29205
28. LBC&W  
1301 Gervais Street  
Columbia, S. C. 29202

ARCHITECTURAL-ENGINEERING FIRMS WHOSE REPRESENTATIVES  
WERE INTERVIEWED IN CONNECTION WITH THE  
LARGE ANIMAL POSTMORTEM FACILITY

August 18, 1975

Prather, Thomas, Campbell, Pridgeon, Inc.  
Box 3028  
Spartanburg, S. C. 29302

Vickery, Allen, Bashor  
44J Pine Knoll Drive  
Greenville, S. C. 29609

Design Collaborative, Inc.  
2818 Devine Street  
Columbia, S. C. 29205

Pearlstine-Anderson  
3106 Devine Street  
Columbia, S. C. 29205

CLEMSON UNIVERSITY  
CONSTRUCTION PROJECTS SINCE JANUARY 1, 1972

1137

Date of E-1	Proj. No.	Name	Original Contract Amount	Architects	Nature of Project
1/20/72	9-90	Stadium Road Facility	\$1,737,000	Geiger/McElveen/Kennedy Columbia, S. C.	Offices, meeting rooms, athletic activities and dressing facilities
1/24/72 (As amended 5/8/72)	9-93	Residence Hall	\$1,021,000	Hallman and Weems Aiken, S. C.	Women's low rise residence hall - No. 3
12/19/72	9-97	Clemson Univ. Union	\$2,623,000	LBC&W Columbia, S. C.	Student activities center
5/15/73	9-102	Biological Sciences Building	\$5,350,000	Riley/Bultman/Coulter Columbia, S. C.	Laboratory building
5/15/73	9-103	Agri. Admin. & Forest & Recreation Resources Facility	\$4,350,350	Lucas and Stubbs Assocs., Ltd. Charleston, S. C.	Office and teaching facility
9/10/74	9-110	Renov. & Add. to Agri. Engineering	\$2,236,126	J. E. Sirrinc Company Greenville, S. C.	Office and teaching facility
6/19/74*	9-112	Nursing Building	\$2,349,120	Riley/Bultman/Coulter Columbia, S. C.	Office and teaching facility
10/11/74	9-114	Renovation of Sirrinc Hall	\$ 800,000 (est.)	McMillan, Bunes, Townsend & Bowen Greenville, S. C.	Office and teaching facility
		Continuing Educ. Center	\$6,000,000 (est.)	Craig and Gaulden Greenville, S. C.	Continuing education activities
7/24/75	9-120	Incinerator & Postmortem Facility - LPH Dept.	\$130,000	Pearstine-Anderson Columbia, S. C. (tentative)	Postmortem facility for Livestock-Poultry Health Dept.

\*Original letter of agreement dated 11/22/71.



STATE BOARD FOR TECHNICAL AND COMPREHENSIVE EDUCATION

Robinson Building, Lexington Avenue, West Columbia, South Carolina 29169

EXHIBIT IV COPY  
SEPT. 23, 1975

August 28, 1975

CHARLESE PALMER  
EXECUTIVE DIRECTOR

THE STATE BOARD

OFFICERS

W. SCARBOROUGH, JR.  
CHAIRMAN

TRACY J. GAINES  
VICE CHAIRMAN

CHARLESE PALMER  
SECRETARY

MEMBERS

W. SCARBOROUGH, JR.  
Charleston, S.C.  
First Congressional District

WILLIAM A. HORGER  
Orangeburg, S.C.  
Second Congressional District

HENDERSON BARNETTE  
Greenwood, S.C.  
Third Congressional District

TRACY J. GAINES  
Inman, S.C.  
Fourth Congressional District

FRANCIS L. BELL  
Fort Mill, S.C.  
Fifth Congressional District

JOHN G. WELLMAN  
Johnsonville, S.C.  
Sixth Congressional District

JOHN L. BAUER  
Greenville, S.C.  
At Large

HERBERT A. DeCOSTA  
Charleston, S.C.  
At Large

CYRIL B. BUSBEE  
Columbia, S.C.  
Superintendent of Education  
Ex-Officio

MILTON FOLDS  
Columbia, S.C.  
State Development Board  
Ex-Officio

Mr. P. C. Smith, State Auditor  
Wade Hampton State Office Building  
Columbia, South Carolina 29201

Dear Mr. Smith:

In April of 1973, we entered into a contract with Jones and Fellers, Architects to design and supervise the construction of a shop complex at Beaufort Tec. On November 25, 1974, we entered into a contract for construction of these facilities. At this point, construction is approximately 50% complete. On August 15, we were notified that Jones and Fellers had declared bankruptcy and were closing their Columbia Office, consequently they could no longer provide services.

We respectfully request wavier of the law requiring advertisement and acceptance of proposals from architects and allow us to netotiate with an architectural firm to supervise construction of this project at Beaufort Tec.

Sincerely,

Wyman D. Shealy  
Director of Financial Services

WDS: cj

9

The State of South Carolina



Office of the Attorney General

DANIEL R. McLEOD  
ATTORNEY GENERAL

WADE HAMPTON OFFICE BUILDING  
POST OFFICE BOX 11549  
COLUMBIA, S. C. 29211  
TELEPHONE 803-758-3970

EXHIBIT V  
SEPT. 22, 1975

JOSEPH C. COLEMAN  
C. TOLBERT GOOLSBY, JR.  
VICTOR S. EVANS  
DEPUTY ATTORNEYS GENERAL

September 10, 1975

The Honorable P. C. Smith  
Executive Secretary  
State Budget and Control Board  
Wade Hampton Office Building  
Columbia, South Carolina

Dear Mr. Smith:

The enclosed blanket bond for the University of South Carolina campus police was recently approved as to form and execution by the Attorney General. As required by Section 106 of the current Appropriations Act, it is now submitted for the Board's approval.

Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jack Bryan".

Jack Bryan  
Administrative Assistant

JB:kht

Enclosure

1139

PUBLIC EMPLOYEES BLANKET BOND

Revised to May, 1958



(A Stock Company, herein called Surety)

DECLARATIONS

Item 1. Name of Oblige:

University of South Carolina

Item 2. Name of Insured:

University of South Carolina Campus Police

Item 3. Bond Period: from the beginning of

March 10, 1975

to 12 o'clock night on the effective date of the cancelation or termination of this Bond as an entirety.

Item 4.

Table of Limits of Liability:

Insuring Agreement 1	Honesty Blanket Bond Coverage	\$
Insuring Agreement 2	Honesty Blanket Position Bond Coverage	\$
Insuring Agreement 3	Faithful Performance Blanket Bond Coverage	\$
Insuring Agreement 4	Faithful Performance Blanket Position Bond Coverage	\$ 2,500.00

Item 5. The liability of the Surety is subject to the terms of the following riders attached hereto:

Item 6. The Oblige and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior bond(s) No.(s)

such termination or cancelation to be effective as of the time this Bond becomes effective.

Signed, sealed and dated

March 12, 1975

SOUTH CAROLINA INSURANCE COMPANY

By

*Sumter E. Ridgeway*

(Attorney in Fact)  
Sumter E. Ridgeway

PUBLIC EMPLOYEES BLANKET BOND

Bond No. FS 89 <sup>AA</sup> 87 83

Oblige University of South Carolina

Insured University of South Carolina Campus Police

APPROVED

*Daniel R. McLeod*  
Daniel R. McLeod  
Attorney General

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligee for the use and benefit of the Insured for:

#### INSURING AGREEMENTS

##### Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

##### Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

##### Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

##### Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

#### GENERAL AGREEMENT

##### Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

#### THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

##### DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an Individual Bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

##### UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

##### EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligee or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.

##### LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability

for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under each such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under each such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

##### LIMIT OF LIABILITY UNDER THIS BOND AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period specified therein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof for any such loss if the latter amount be larger.

#### CANCELATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Obligees or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee; or
- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligees and the Insured. Such date shall be not less than thirty-days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligees and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be canceled by the Obligees or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Surety by mailing to the Obligees and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written

notice either by the Obligees or the Insured or by the Surety shall be equivalent to mailing. If the Obligees or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

#### LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as an entirety provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

In witness whereof, the Surety has caused this Bond to be executed on the Declarations page.

#### CANCELATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Obligees or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee; or
- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligees and the Insured. Such date shall be not less than thirty-days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligees and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

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notice either by the Obligees or the Insured or by the Surety shall be equivalent to mailing. If the Obligees or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

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Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as an entirety provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

In witness whereof, the Surety has caused this Bond to be executed on the Declarations page.



EXHIBIT VI  
SEPT. 22, 1975

STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR

P. O. BOX 11333

COLUMBIA

29211

P. C. SMITH  
STATE AUDITOR

TELEPHONE  
(803) 758-3106

M E M O R A N D U M

Date: September 18, 1975

TO: Mr. P. C. Smith  
FROM: William T. Putnam *WTP*  
RE: Demolition of Tally Building -  
Department of Mental Health

On September 17, 1975, Sam Harper and Buster Hamilton met with Robert Price and inspected the Tally Building of the Department of Mental Health. The report of their findings is attached.

A summary of all data received indicates that although the building is structurally sound, its wide corridors, small wards and rooms and other features make continued operation within the structure impractical. All of the engineers involved in the inspection agree that the cost of renovations would be completely prohibitive.

Mr. Price has indicated that between twenty-five and fifty patients are presently housed in this facility but that they can be accommodated in other locations. The hospital supply room which is housed in the basement of the building will be moved to another location. Mr. Price further indicates that he knows of no other use which can be made of this particular building.

Future plans call for a patient canteen to be located in this area; but because of the freezing of bond funds, this construction would necessarily be postponed and the area would simply be beautified.

Attachment

1143

FILE MEMORANDUM

Subject: Proposed demolition of Tally Building, at S. C. Dept of Mental Health  
From: Sam Harper *SH*  
Date: September 17, 1975

On August 13, I inspected this building, along with Robert B. Price, P. E., Chief, Engineering and Planning Section, S. C. Department of Mental Health, and with Mr. L. P. Hamilton, P. E., former Chief Engineer now serving as Consultant to this office.

The building is of reinforced concrete construction in combination with load-bearing masonry walls and interior partitions. Floors are of wood joist construction over which quarry tile type finish floors have been applied. Some steel beams have been installed (probably at the time the tile finish floors were put in) to reinforce and bolster the wood floor system. The floor system of the corridors is not so reinforced. These show decided evidence of sagging.

I agree with Mr. Price's opinion relative to the use of the Basement as a warehousing operation.

Mr. Price's concern for the fact that this building has excessively wide corridors, small wards, and small rooms reinforces my own opinion that while the building is sound, from a structural standpoint, its arrangement of structural bearing walls, columns, etc., is such that a modern arrangement of spaces is literally impossible.



South Carolina Department of Mental Health

P.O. Box 485 / 2414 Bull Street / Columbia, South Carolina 29202 / (803) 758-8090

William S. Hall, M.D.  
State Commissioner of Mental Health

September 4, 1975

Mr. Charles E. Sampson, P.E.  
Construction Engineer  
S. C. State Budget and Control Board  
P.O. Box 11333  
Columbia, South Carolina 29211

Re: Demolition of Tally Building,  
S. C. State Hospital

Dear Mr. Sampson:

In reference to our request to you to demolish the above referenced building and the subsequent site visit by Mr. Hamilton and Mr. Harper of your office, request was made for additional information and details concerning this building.

The building is poorly arranged, not lending itself to modification to appropriately house patients. The basement is now being occupied by hospital supply, creating an undesirable condition for housing patients. The building has wide corridors, small wards, and small rooms. The area where this building is located would be an appropriate location for a new canteen for the patients, in that this is a central location on the campus.

To renovate this building to include a new mechanical and electrical system would be prohibited, compared to advantages gained. The structural system is a reinforced concrete column and beam structure that limits any arrangements to create functional spaces.

Sincerely,

WILLIAM S. HALL, M. D.,  
STATE COMMISSIONER OF MENTAL HEALTH

By: *Robert B. Price*  
Robert B. Price, Chief,  
Engineering and Planning Section

RECEIVED

SEP 6 1975

S. C. BUDGET AND  
CONTROL BOARD

RBP:csc

*Harper's report*

1145



## South Carolina Department of Mental Health

P.O. Box 485 / 2414 Bull Street / Columbia, South Carolina 29202 / (803) 758-8090

William S. Hall, M.D.  
State Commissioner of Mental Health

July 25, 1975

copy  
RECEIVED  
JUL 25 1975  
S. C. BUDGET AND  
CONTROL BOARD

Mr. Charles E. Sampson, P.E.  
Construction Engineer  
S. C. State Budget and Control Board  
P.O. Box 11333  
Columbia, South Carolina 29211

Re: Demolition of Tally Building  
S. C. State Hospital

Dear Ed:

I request your consideration and/or approval granting the Department of Mental Health the authority to demolish the Tally Building.

The Tally building is located on the Campus of the South Carolina State Hospital, constructed in 1904, two story building, approximately 17,700 Square Feet of floor space, load bearing brick walls, wood floor system, plaster ceilings, wood roof joist, metal roofing, and sprinkled. I am enclosing photographs to illustrate the condition of the building to assist you and the Budget and Control Board in making a decision on granting permission to demolish this building.

If I may be of assistance to you in this decision or if you desire to visit the building, please feel free to call me.

Sincerely,

WILLIAM S. HALL, M. D.,  
STATE COMMISSIONER OF MENTAL HEALTH

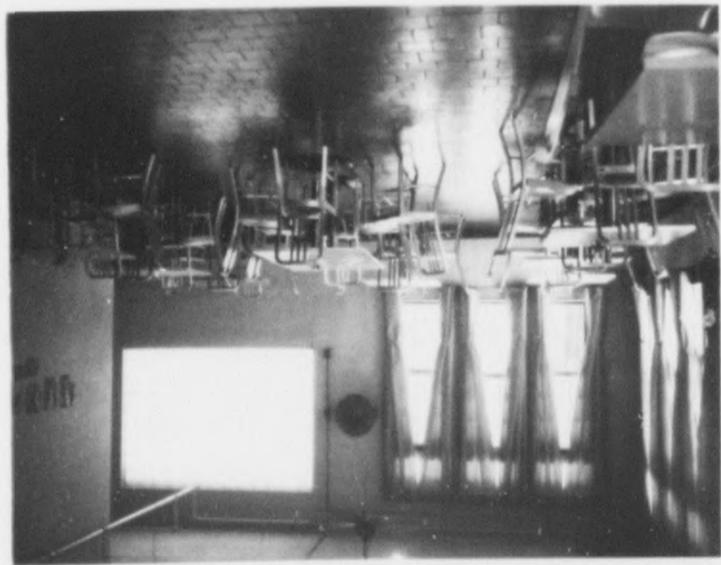
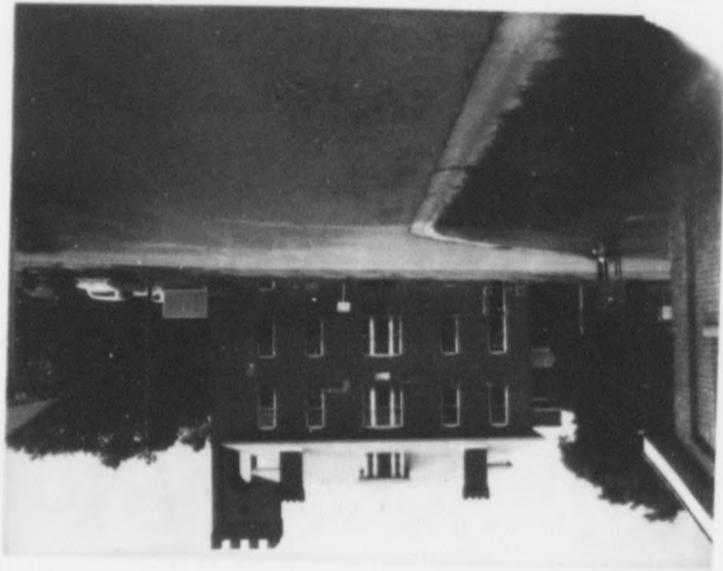
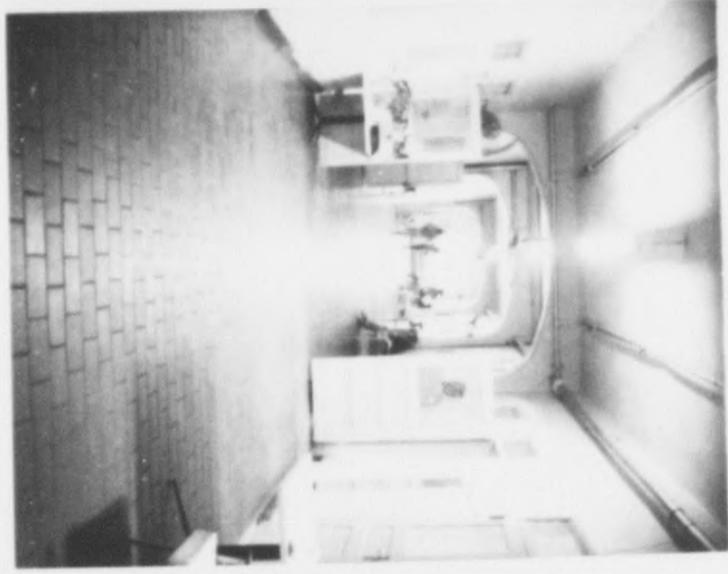
By: *Robert B. Price*  
Robert B. Price, Chief,  
Engineering and Planning Section

RBP:csc  
Enclosures

1146





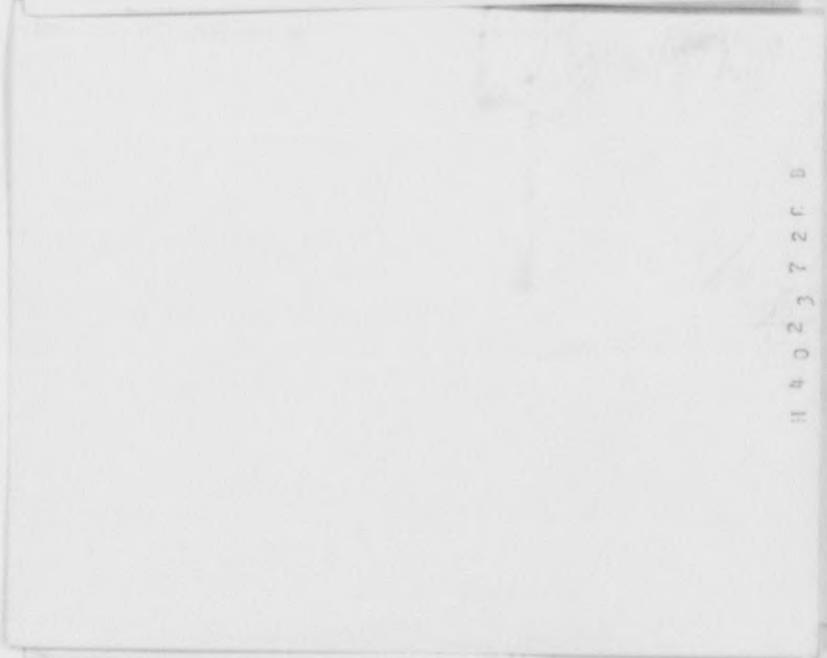




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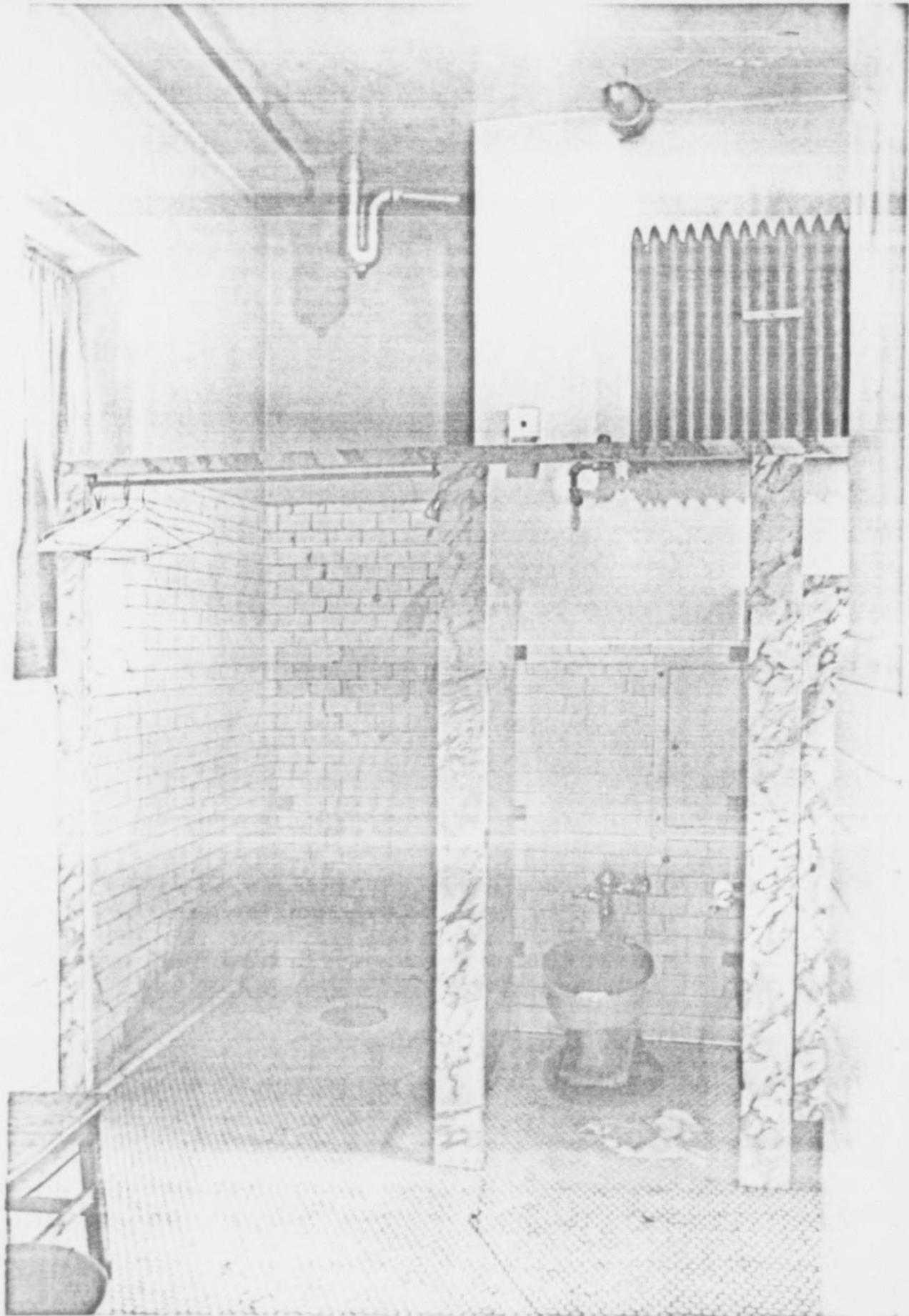
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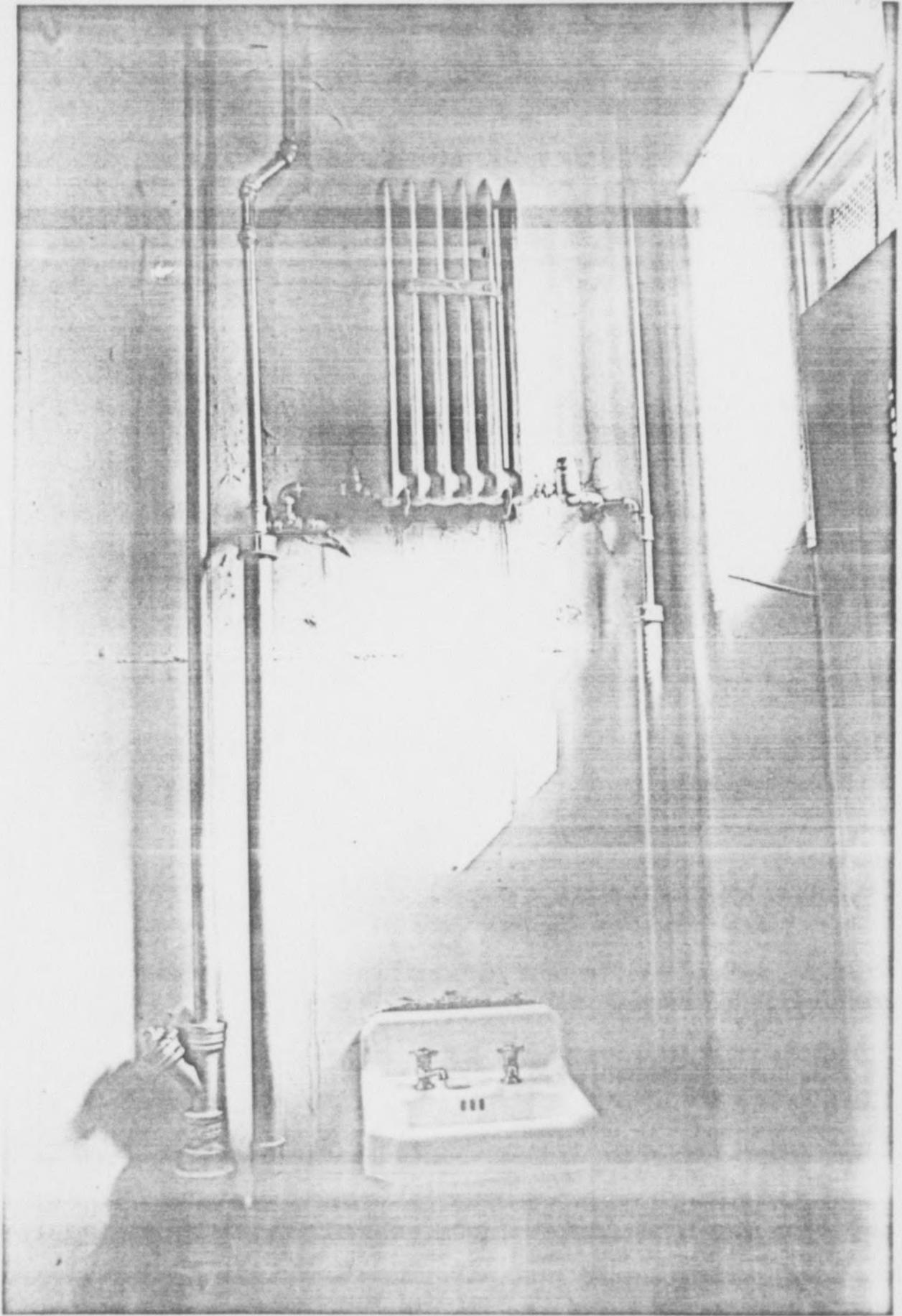


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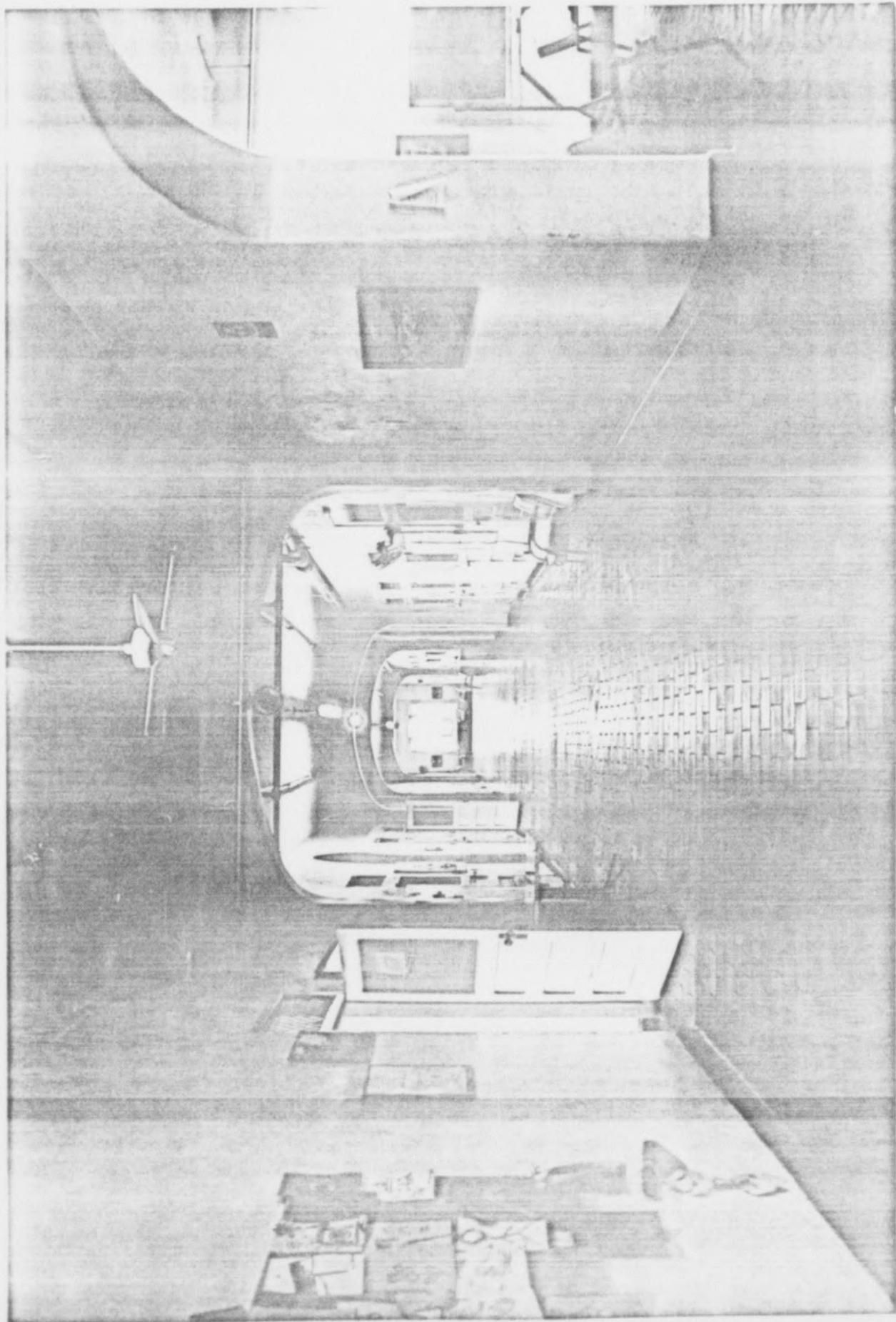




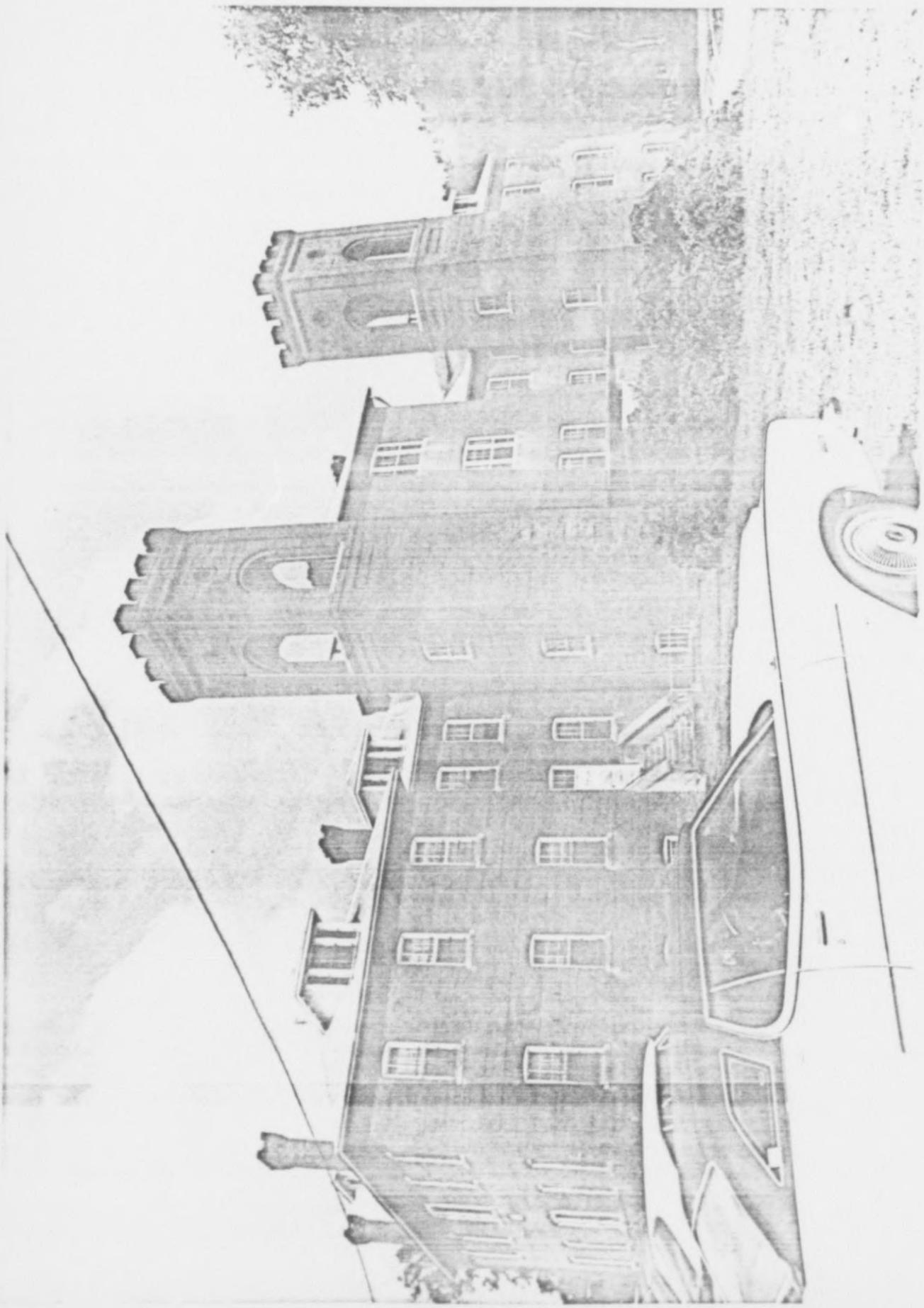
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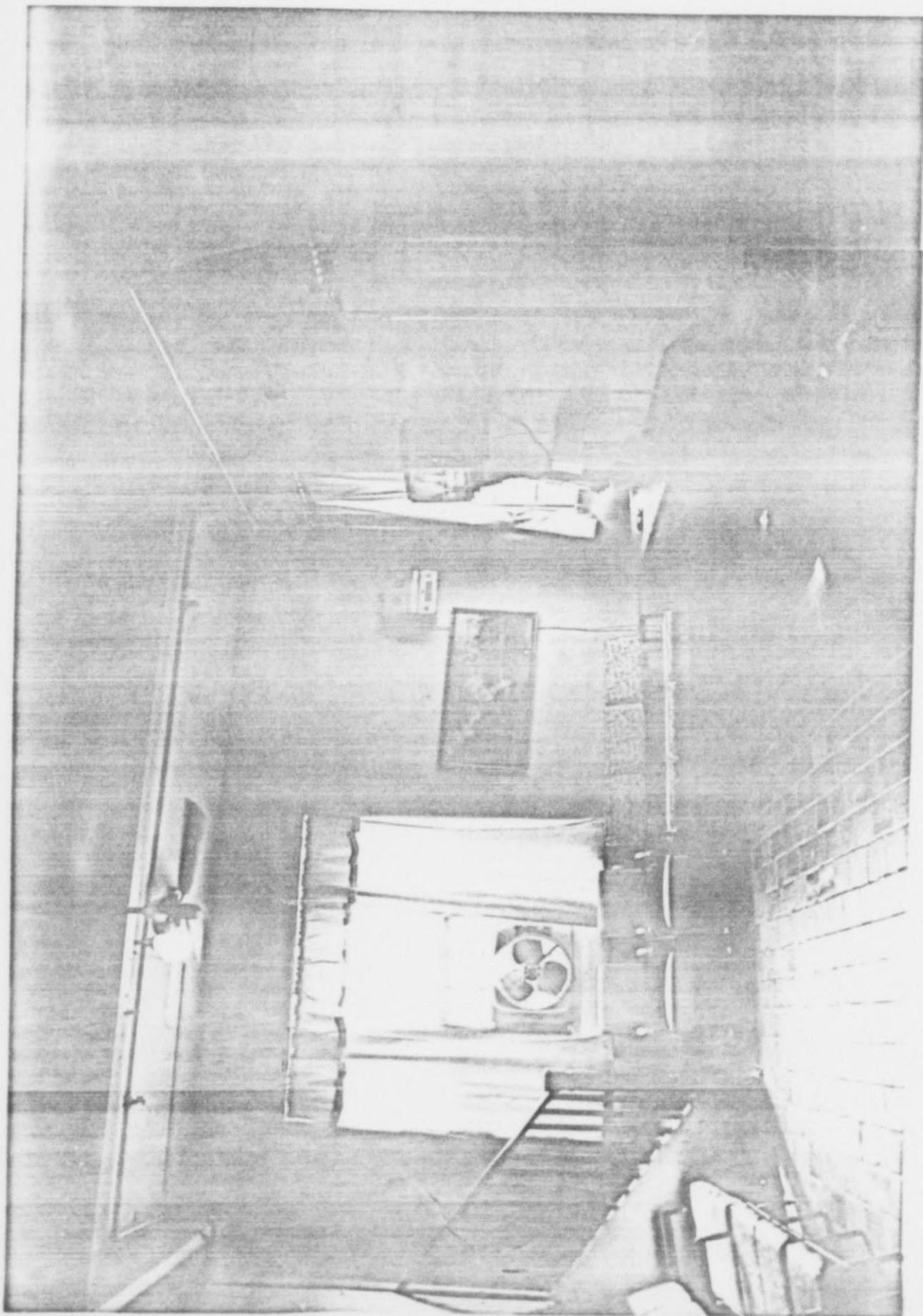
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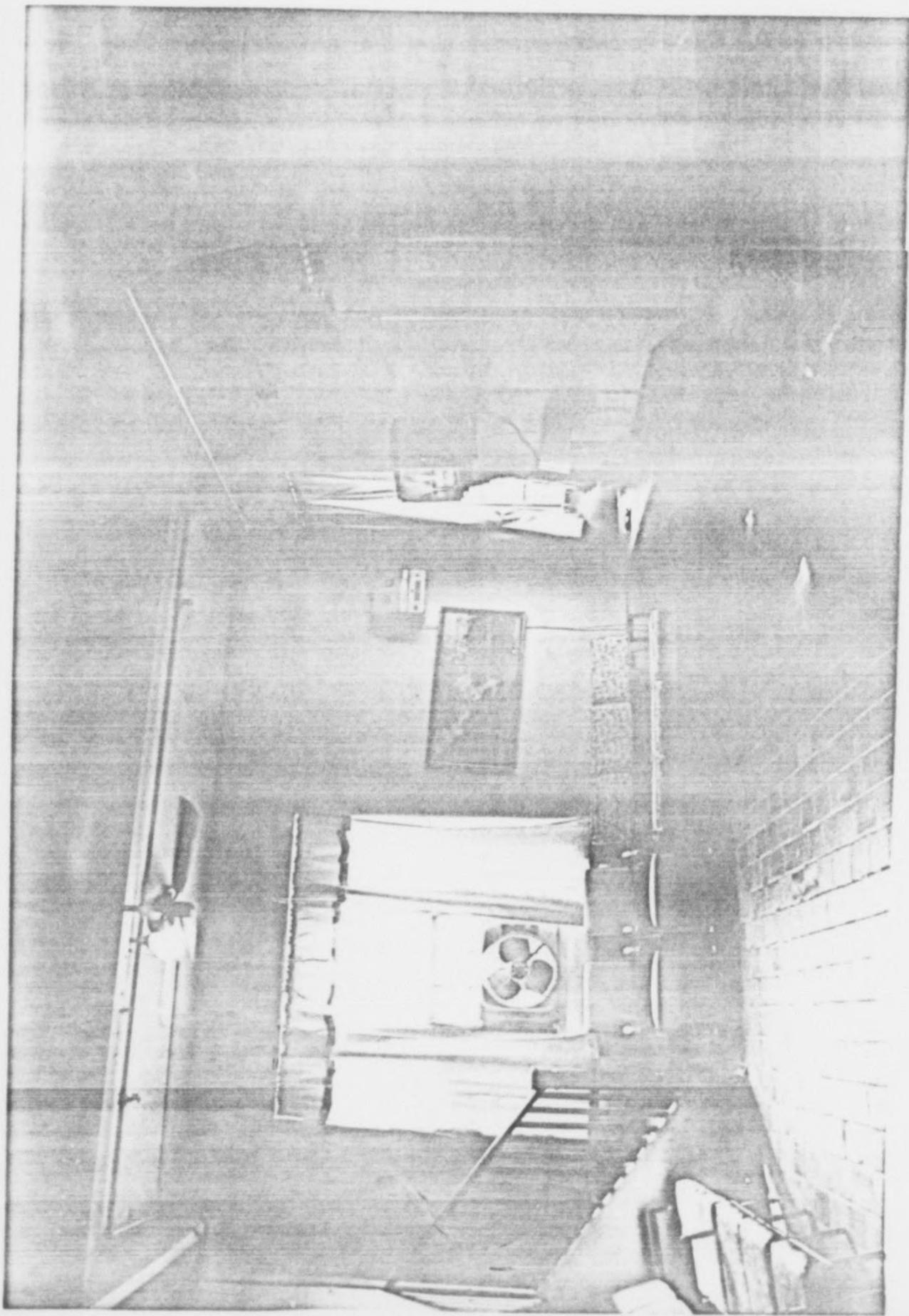


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EXHIBIT VII  
SEPT. 22, 1975

McNAIR, KONDUROS, CORLEY, SINGLETARY & DIBBLE

ATTORNEYS AND COUNSELORS AT LAW

SUITE ONE-NINTH FLOOR JEFFERSON SQUARE

COLUMBIA, SOUTH CAROLINA 29201

803-779-5026

ROBERT E. McNAIR  
JAMES S. KONDUROS  
G. WAYNE CORLEY  
E. McLEOD SINGLETARY  
ROBERT W. DIBBLE, JR.  
  
DANIEL R. McLEOD, JR.  
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HILTON HEAD OFFICE  
108 SAPELO BUILDING  
POST OFFICE BOX 5914  
HILTON HEAD ISLAND, S. C. 29928  
803-785-5169  
RICHARD S. WOODS

September 19, 1975

The Honorable P. C. Smith  
Secretary, State Budget and Control Board  
Post Office Box 11333  
Columbia, South Carolina 29211

RE: \$2,475,000 Aggregate Principal Amount  
First Mortgage Industrial Revenue Bonds,  
Series A (Charleston Warehouse Associates -  
Lessee) of Berkeley County, South Carolina  
(Trammell Crow - Guarantor)

Dear Mr. Smith:

On June 27, 1974, the State Budget and Control Board approved the request of the Supervisor and Treasurer of Berkeley County, South Carolina, (the "County Board") to finance the acquisition, construction and equipment of certain industrial warehouse facilities to be located in Berkeley County through the issuance of \$1,800,000 Berkeley County, South Carolina, First Mortgage Industrial Revenue Bonds, Series 1974.

On May 13, 1975, the State Budget and Control Board approved a Supplemental Petition by the County Board to increase the aggregate principal amount of Industrial Revenue Bonds from \$1,800,000 to \$2,475,000, as a result of cost increases in the construction of the facilities.

In the County Board's Supplemental Petition approved by the Budget and Control Board on May 13 there was a statement that the bonds would bear interest at rates not exceeding 10% per annum.

Due to the recent deterioration of economic conditions, the principal amounts maturing in the years 1994, 1995 and 1996 aggregating \$755,000 will bear an interest rate at 10-1/4 per

1153

EXHIBIT VII  
SEPT. 22, 1975

McNAIR, KONDUROS, CORLEY, SINGLETARY & DIBBLE

ATTORNEYS AND COUNSELORS AT LAW

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The Honorable P. C. Smith

Page 2

September 19, 1975

cent. Although the last three maturities will bear an interest rate exceeding 10 per cent, the net interest cost for the entire issue is less than 10 per cent.

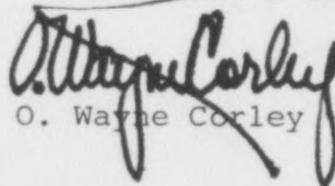
We would appreciate your presenting this to the Budget and Control Board at its meeting on Monday requesting that they consider and approve the increase in interest rate for the \$755,000 principal amount maturing in the years 1994, 1995 and 1996. Attached hereto is a schedule of the maturities as they presently exist.

Conditioned upon the approval of the Budget and Control Board, we have tentatively set September 24 and September 25 as the dates on which Berkeley County will deliver the bonds to the purchaser.

If the State Budget and Control Board approves the increase in interest, I would appreciate receiving a letter from you to that effect. I appreciate your assistance and with warmest personal regards, I am

Sincerely,

McNAIR, KONDUROS, CORLEY,  
SINGLETARY & DIBBLE



O. Wayne Corley

OWC/mar

Enclosure

1154

\$2,475,000 Aggregate Principal Amount  
 First Mortgage Industrial Revenue Bonds,  
 Series A (Charleston Warehouse Associates -  
 Lessee) of Berkeley County, South Carolina  
 (Trammell Crow - Guarantor)

Maturity Schedule

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
1978	\$ 20,000	8-3/4%
1979	35,000	8-3/4%
1980	50,000	8-3/4%
1981	65,000	9 %
1982	75,000	9 %
1983	80,000	9 %
1984	90,000	9-1/4%
1985	95,000	9-1/4%
1986	105,000	9-1/2%
1987	115,000	9-1/2%
1988	125,000	9-3/4%
1989	140,000	9-7/8%
1990	155,000	9-7/8%
1991	170,000	10 %
1992	190,000	10 %
1993	210,000	10 %
1994	230,000	10-1/4%
1995	250,000	10-1/4%
1996	275,000	10-1/4%