

10/19/04

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND VALENITE, LLC WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT TO VALENITE, LLC

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1, Chapter 12 and Chapter 29, Code of Laws of South Carolina, 1976, as amended (jointly the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such infrastructure through which powers the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Valenite, LLC (the "Company"), has requested the County to participate in executing an Inducement Agreement, (Valenite, LLC Project) pursuant to the Act for the purpose of authorizing and of acquiring by purchase and construction certain land, buildings, machinery, apparatus, and equipment, for the purpose of a manufacturing facility that will manufacture carbon tip cutting devices (the "Project"); all as more fully set forth in the Inducement Agreement attached hereto; and

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

WHEREAS, the Company has requested the County to provide an infrastructure tax credit (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto; and

WHEREAS, the County and Pickens County, South Carolina ("Pickens County") have entered into a Joint County Industrial and Business Park Agreement dated \_\_\_\_\_ and as amended from time to time (the "Park Agreement"); and

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

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of providing infrastructure to the Project, there is hereby authorized to be issued an Infrastructure Credit to provide infrastructure funds to facilitate the Project. The final determination of the amount of the Infrastructure Credit is to be determined pursuant to Section 1.1 (e) of the Inducement Agreement. The Infrastructure Credit will be payable exclusively from payments in lieu of tax the County receives and retains from the fee in lieu of tax due from the Project as will be located in a joint county industrial park existing between the County and Pickens County. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 2. The provisions, terms and conditions of the infrastructure tax credit agreement to be entered into by and between the County and the Company (the "Infrastructure Credit Agreement") and the form, details, and maturity provisions, if any, of the Infrastructure Credit Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same, and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Infrastructure Credit Agreement and the provision of the Infrastructure Credit, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 19th day of October 2004.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
H. Frank Ables, Jr., Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

**INDUCEMENT AGREEMENT  
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (jointly hereinafter the "County") and Valenite, LLC (the "Company"),

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 4, Chapter 1, Chapter 12 and Chapter 29 Code of Laws of South Carolina, 1976, as amended (jointly the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for manufacturing carbon tip cutting devices (the "Project") in the County. The Project will involve, when combined with the investment committed to by the Company in the Fee in Lieu of Tax Agreement by and between the Company and the County dated as of November 1, 2003 (the "Fee Agreement") an investment of at least Twenty-five Million Dollars (\$25,000,000) within the meaning of Section 4-12-10 of the Act.
- (c) The Company will enter into an infrastructure credit agreement by and between the Company and the County (the "Infrastructure Credit Agreement").
- (d) The County has given due consideration to the economic development impact of the Project, and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

requirements of Section 4-1-175 of the Act and the Home Rule Act to undertake the preparation and adoption of an ordinance authorizing the provision of the Infrastructure Credit which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the infrastructure improvements for the Project. The amount of the Infrastructure Credit will be limited such that the total amount of credit over the life of the Infrastructure Credit will be Twenty (20%) percent of the fee-in-lieu of tax payments retained by the County taxing entities during the first ten years of fee in lieu of tax payments pursuant to the Project. The Infrastructure Credit will be payable exclusively from payments the County receives and retains from the Company in lieu of taxes under the Infrastructure Credit Agreement. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Infrastructure Credit Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Infrastructure Credit Agreement.

(b) The undertakings of the County hereunder are contingent upon the Company providing the County with such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations.

### ARTICLE III

#### UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Infrastructure Credit Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To acquire, or cause to be acquired, title to the assets constituting the Project;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions;

(c) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection



with the acquisition, construction, operation and use of the Project:

(d) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Infrastructure Credit Agreement.

(e) To invest not less than Sixty-Eight Million Dollars (\$68,000,000) in the Project, when combined with the prior investment agreed to in the Fee Agreement of \$25,000,000 by the ninth succeeding year of the Infrastructure Credit Agreement; and

#### ARTICLE IV

##### GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2005 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Infrastructure Credit Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the

Project and the execution of the Infrastructure Credit Agreement, and will pay fees for legal services related to the Project and the execution of the Infrastructure Credit Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act the Company may, without the prior consent of the County, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Infrastructure Credit Agreement, or any other agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its assignees pursuant to any such agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

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

H. Frank Ables, Jr., Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

Opal O. Green, Clerk to County Council  
Oconee County, South Carolina

Dated: October 19, 2004

VALENITE, LLC

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

Its: \_\_\_\_\_

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



A RESOLUTION APPROVING THE EXTENSION BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE AGREEMENT BY AND BETWEEN VALENITE INC. AND OCONEE COUNTY, SOUTH CAROLINA (VALENITE, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, SECTION 4-12-30 (1976), AS AMENDED.

**WHEREAS**, Oconee County, South Carolina (the "County") and Valenite Inc. (the "Tenant") did as of November 1, 2003 enter into a fee agreement (the "Agreement") (Valenite Inc. Project); and

**WHEREAS**, Valenite Inc. changed its status from a corporation to a limited liability company and its name to Valenite LLC and filed of record an authorization to do business as Valenite LLC in the Office of SC Secretary of State on July 20, 2004; and

**WHEREAS**, pursuant to South Carolina Code of Laws, 1976, as amended, Section 4-12-30, the five year period for investment in the Agreement may be extended by agreement of the County and the Tenant so long as the required statutory minimum investment has been made within the initial five years; and

**WHEREAS**, Valenite, LLC agreed with the County to invest not less than \$25,000,000 in the Agreement by December 31, 2008; and

**WHEREAS**, Valenite, LLC has to date invested in excess of \$25,000,000 in the Agreement and anticipated expanding its initial investment to a total investment of approximately \$68,000,000 on or before December 31, 2012; and

**WHEREAS**, the Tenant is requesting a four year extension in order to continue the investment and expansion of their facilities in the County which are the subject of the Agreement.

**NOW, THEREFORE**, (i) the County hereby agrees to extend the time for investment in the facility by extending the Agreement for a period of four years, pursuant to the provisions of South Carolina Code 4-12-30 and (ii) the County hereby consents to the modification of the Fee Agreement to Valenite, LLC.

IN WITNESS WHEREOF, Oconee County, South Carolina has executed this Resolution by causing its name to be hereunto subscribed by the Chairman of County Council and attested to by the Clerk to the County Council.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
H. Frank Ables, Jr., Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

Dated: October 19, 2004

AGREED:

VALENITE, LLC

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

## ORDINANCE

AN ORDINANCE BY OCONEE COUNTY, SOUTH CAROLINA, AUTHORIZING AN INFRASTRUCTURE TAX CREDIT (VALENITE, LLC PROJECT), THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID INFRASTRUCTURE TAX CREDIT, INCLUDING CERTAIN OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council is empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, Title 4, Chapter 1, Chapter 12 and Chapter 29, as amended, (jointly the "Act") to acquire, own, pay for, lease and dispose of infrastructure in order to enhance the economic development of the State of South Carolina (the "State") by inducing manufacturing and commercial enterprises to locate or expand in and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by Sections 4-1-175 and 4-29-68 of the Act to grant an infrastructure tax credit, which is a credit solely against payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-12-30 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding infrastructure in order to enhance the economic development of the County, capitalized interest on the infrastructure tax credit (as described in the Act) and the costs of issuance of said credit; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement"); and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of October 19, 2004, by and between Valenite, LLC (the "Company") and the County, the Company has determined that it desires to expand its manufacturing facility in the Park (the "Project"), which facility will include certain infrastructure to be owned, leased or used by the Company and to be located on the real property described in *Exhibit A* attached hereto (the "Infrastructure"); and

WHEREAS, having determined that the Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining an industrial facility within the State, the County has agreed to authorize an infrastructure tax credit (the "Infrastructure Credit") which Infrastructure Credit will be used to defray costs of the Company in acquiring and constructing the Infrastructure portion of the Project, and, in connection therewith, to

make the Infrastructure portion of the Project available to the Company under and pursuant to the terms of an infrastructure credit agreement to be entered into between the County and the Company (the "Infrastructure Credit Agreement"); and

WHEREAS, pursuant of the Park Agreement between the County and Pickens County, the Company is obligated (i) to make or cause to be made payments in lieu of taxes (the "Fee Payments") in amounts equal to the taxes otherwise due on its Project in the Park, (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, the Infrastructure Credit is to be authorized under and pursuant to the provisions of Section 4-1-175 of the Act and to be credited solely against the Fee Payments otherwise due, the Infrastructure Credit is granted to offset a portion of the costs incurred by the Company in connection with the acquisition and construction of the Infrastructure; and

WHEREAS, it has been determined that the estimated amount necessary to finance that portion of the cost of the Infrastructure to be defrayed and expenses incidental thereto requires that an Infrastructure Credit equivalent to Twenty (20%) percent of the Fee Payments for the Project be authorized for each of the first ten (10) years for which Fee Payments are made for the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Infrastructure Credit Agreement by and between the County and the Company which the County proposes to execute and deliver; and

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

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to locate an industrial facility in the State, the assistance by the County to Company, in the acquisition by construction or purchase of the Infrastructure, through an Infrastructure Credit, is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be issued, and granted, an Infrastructure Credit of the County in the amount equal to Twenty (20%) percent of the Fee Payments for the Project in the Park for each of the first ten (10) years of payments in lieu of tax for the Project, to be designated "Oconee County, South Carolina Infrastructure Tax Credit (Valenite, I.J.C. Project)" for the purpose of defraying the cost of the Infrastructure, so as to induce the Company to locate a facility in the County.

Section 3. The Chairman of the County Council is hereby authorized, empowered and directed to execute and deliver the Infrastructure Credit Agreement. The Clerk to the County Council is hereby authorized and directed to affix the corporate seal of the County to the Infrastructure Credit Agreement and to attest the same. The Infrastructure Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes, insertions and omissions therein as do not impose liability upon the County and as shall be approved by the Chairman of the County Council executing the same, with the advice of counsel, said execution to constitute conclusive evidence of such approval.

Section 4. The Infrastructure Credit shall be chargeable solely against the Fee Payments for the Project in the Park. The Infrastructure Credit does 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 or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Such limitation shall be plainly stated on the face of the Infrastructure Credit Agreement. Nothing in this Ordinance or the Infrastructure Credit Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than the Infrastructure Credit against the Fee Payments for the Project.

Section 5. The Infrastructure Credit Agreement shall be executed in the name of the County with the manual or facsimile signatures of the Chairman of the County Council and shall be attested by the manual or facsimile signature of the Clerk to the County Council of the County. In case the officers whose signature shall appear on the Infrastructure Credit Agreement shall cease to be such officers before the delivery of the Infrastructure Credit Agreement, such signatures shall nevertheless be valid and sufficient for all purposes, the same as if such officers had remained in office until delivery.

Section 6. The Chairman of the County Council and the Clerk of the County Council and any other proper officers of the County, he and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2004.



GOONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
H. Frank Ables, Chairman of County Council  
Goonee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Opal O. Green, Clerk to County Council  
Goonee County, South Carolina

First Reading:       October 19, 2004  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT "A"**

**DESCRIPTION OF LAND**

Tract 1

All that piece, parcel or tract of land together with the buildings and improvements thereon situate, lying and being in the State of South Carolina, County of Oconee, Tugaloa Township, on the north side of U.S. Highway 123, and containing approximately 8.54 acres; a unitary tract being composed of Tract A, containing 7.53 acres and Tract B, containing 1.01 acres, as shown and more fully described on a Plat thereof by Michael L. Henderson, PS #6946 of Cornerstone of Seneca, Inc. dated August 11, 1997, and recorded August 15, 1997 in Plat Book A512, Page 10, in the records of Oconee County, South Carolina, a copy of which is attached hereto as Exhibit "A-1" and made a part hereof.

Being the same premises conveyed by LAWRENCE F. YUDA and SANDRA YUDA by deed of THRIFT BROTHERS, INC. dated December 16, 1986 and recorded December 16, 1986 in Deed Book 480 page 16, Records of Oconee County, South Carolina, and the same premises conveyed to LAWRENCE F. YUDA and SANDRA YUDA by deed of VALENITE, INC. dated June 12, 1995 and recorded June 15, 1995 in Deed Book 821 page 121 Records of Oconee County, South Carolina, a portion of the premises conveyed to the CAP FAMILY LP by deed of LAWRENCE F. YUDA and SANDRA YUDA dated December 22, 2000 and recorded December 28, 2000 in Deed Book 1128 page 005, Records of Oconee County, South Carolina.

Tract 2

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Tugaloa Township, containing approximately 12.227 acres, as shown and more fully described on a survey entitled "Property of Valenite, Inc." prepared by James G. Hart, Reg. L.S. #6674, dated February 12, 2003, revised June 20, 2003, a copy of which is attached hereto as Exhibit "A-2" and made a part hereof.

Being a portion of the premises conveyed to the CAP FAMILY LP by deed of LAWRENCE F. YUDA and SANDRA YUDA, dated December 22, 2000 and recorded December 28, 2000 in Deed Book 1128 at page 005, Records of Oconee County, South Carolina.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2004-27**

**AN ORDINANCE ESTABLISHING THE TAX CREDIT PERCENTAGE AND  
THE POTENTIAL FUTURE USES FOR THE COUNTY'S PORTION OF THE  
PROCEEDS DERIVED FROM THE LOCAL OPTION SALES TAX.**

WHEREAS, a Referendum will be held in Oconee County on November 2, 2004 whereby the voters of Oconee County will decide whether or not to pass a one percent (1%) Local Option Sales Tax; and

WHEREAS, the Oconee County Council desires to set forth the purposes for which the County's proceeds from the one percent (1%) sales tax will be used;

NOW THEREFORE, BE IT ORDAINED, by the Oconee County Council, duly assembled, with quorum present and voting, the following:

1. Oconee County shall use at least the statutory minimum of seventy-one percent (71%) of the proceeds the County receives from the Local Option Sales Tax in Oconee County as a tax credit against a taxpayer's County Ad Valorem tax liability.
2. The balance of the proceeds that the County receives from the Local Option Sales Tax may only be used for water, sewer or transportation infrastructure or for an additional tax credit against a taxpayers County Ad Valorem tax liability.
3. Until the Oconee County Council identifies a specific water, sewer and/or transportation infrastructure project to be funded in whole and part from the County's proceeds of the one percent (1%) Local Option Sales Tax, one hundred percent (100%) of the proceeds the County receives from the one percent (1%) Local Option Sales Tax shall be used as a tax credit against a taxpayer's County Ad Valorem tax liability. Oconee County shall use one hundred percent (100%) of the proceeds it receives from the one percent (1%) Local Option Sales Tax as a credit against a taxpayer's County Ad Valorem tax liability for a minimum of the first year said tax is in effect.
4. The following is the priority list for projects utilizing funds from the one percent (1%) local option sales tax:

**OCONEE COUNTY COUNCIL**

**ORDINANCE NO. 2004-28**

**AN ORDINANCE SETTING FORTH THE FINANCIAL MANAGEMENT PRACTICES/POLICIES FOR OCONEE COUNTY**

**WHEREAS**, financial management is a crucial component of credit analysis at all levels of government; and

**WHEREAS**, a favorable credit rating is essential for the County in planning for the future; and

**WHEREAS**, this Policy shall apply only to Oconee County, a body politic of the State of South Carolina and not to any component agencies of Oconee County;

**WHEREAS**, having a written financial management policy for Oconee County will assist the County in maintaining a favorable credit rating;

**NOW THEREFORE, BE IT ORDAINED** by the Oconee County Council duly assembled, with a quorum present and voting, and upon third and final reading as indicated below,

**Section I Fund Balance Reserve Policy**

The balance in the general fund undesignated fund balance shall be enough to transfer to the General Fund to make County bond payments for Oconee County for the next fiscal year, plus a contingency of fifty (50%) percent.

**Section II Multi-year Financial Forecasting**

A County Capital Improvement Plan shall be updated and adopted by Council on an annual basis. Oconee County shall submit the Capital Improvement Plan with the Operating Budget.

**Section III Quarterly Financial Recording and Monitoring**

The Oconee County Finance Department shall provide to Oconee County Council financial reports on a monthly basis. These reports shall be consistent with the adopted budget.

**Section IV Contingency Planning Policies**

In the event that voter initiatives in the State of South Carolina result in the reductions of revenue for Oconee County, the following contingency plan shall be considered by the Oconee County Council.

1. Local Option Sales Tax
2. Road Improvement Fee
3. Solid Waste Fee
4. Hospitality Tax

**Section V Policies Regarding Non-Recurring Revenue**

Non-Recurring Revenue shall only be used for one time discretionary spending that will not entail spending in the future years.

**Section VI Depreciation of General Fixed Assets**

Under the Government Accounting Standards Board (GASB) statement number 34, Oconee County must account for and report use and depreciation of capital assets that are not reported in specific enterprise funds. Pursuant to this statement, Oconee County shall use the following:

- 1) Straight Line Depreciation over the useful life of the equipment based on the type of equipment.
- 2) All tangible personal property worth \$5,000.00 or more shall be depreciated.
- 3) Road infrastructure shall be depreciated by one lane mile beginning in Fiscal year 2007-2008.

**Section VII Pay As You Go Capital Funding Policies**

For all capital funding projects, Oconee County shall do an analysis to determine whether or not the project can be funded on a pay as you go basis.

**Section VIII Rapid Debt Retirement**

The non-recurring revenue shall apply all undesignated revenue to the debt service fund to be applied to county debt retirement.

**Section IX Five Year Capitol Improvement Plan Integrating Operating Costs**

Each department in Oconee County shall submit a five year projection of capital needs. The Oconee County Council shall review each department's projection and approve or disapprove of said capital need. This shall be part of the County's capital improvement plan.

**Section X Financial Accounting Award**

The Oconee County Finance Department shall attempt to prepare a comprehensive annual financial report (CAFR) in order to present annually for the award of excellence to the Governmental Finance Officers Association. Such an achievement gives the investors and credit analysts increased confidence that information disclosed in the County's CAFR is comprehensive and accurate.

**Section XI Budgeting Award**

The Oconee County Finance Department shall present the annually adopted budget for the award of excellence to the Governmental Finance Officers Association. Such an achievement gives the investors and credit analysts increased confidence that information disclosed in the County's budget is comprehensive and accurate.

**Section XII Debt Affordability Review and Policies**

Oconee County shall research every aspect of the County's affordability before issuing debt. The County will remain within the bonding capacity of eight percent of assessed property values as allowed under Article X, Section 14, Paragraph 7(a) of the State Constitution. The County shall rely on the advice of Bond Counsel and if needed obtain a Financial Advisor before issuing general obligated debt.

**Section XIII Investment Policy**

Oconee County shall bid with local banks all certificate of deposits for the highest interest rate. Investments shall be for a period not to exceed one year. The Oconee County Treasurer invests investments for the general fund and the Finance Director invests investments for the enterprise funds. All funds and deposits shall be collateralized.

**Section XIV Banking Services Policy**

Oconee County shall bid its banking services at least every three (3) years beginning January 2005. This Policy shall exclude fiduciary funds. All funds and deposits shall be collateralized.

DONE AND RATIFIED on Third & Final Reading this \_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ || YES

\_\_\_\_\_ || NO

\_\_\_\_\_  
H. Frank Ables, Jr., Chair

Attest:



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Opal O. Green  
Clerk to Council

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

3<sup>rd</sup> Reading:

OCONEE COUNTY COUNCIL

ORDINANCE 2004-22

SECTION I: TITLE

The title of this ordinance shall be "Oconee County Animal Control Act," replacing Oconee County Ordinances 98-8 and 2000-03.

SECTION II: DEFINITIONS

As used in this ordinance, the following terms are defined as below:

2.1: Animal: Every non-human species of animal.

2.2: Animal Control Officer: Any person designated by the State of South Carolina or County Governing Authority of Oconee County as a Law Enforcement Officer pursuant to S.C. Code §47-5-30.

2.3: Animal at large: Any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner.

2.4: Animal Rescuer: Any recognized group or person who routinely obtains an unwanted dog or cat and/or who finds an adoptive home for that spayed or neutered dog or cat.

2.5: Animal Shelter: Any premises designated by the county governing body for the purpose of impounding, care, or destruction of animals held under authority of this Ordinance and/or State Law.

2.6: Humane Society: South Carolina Society for Prevention of Cruelty to Animals.

2.7: Humane Society Officer: Any officer or employee of the Animal Shelter or Humane Society.

2.8: Owner: Any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal shall be declared to be harbored if it is fed for three consecutive days or more, unless said person, partnership or corporation has notified Animal Control to pick up the stray animal.

2.9: Pet or Companion Animal: Any animal kept for pleasure rather than utility, an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

2.10: Abandoned/Stray Animal: Any animal unattended for a period of more than three days.

2.11: Public Nuisance Animal: Any animal or animals, except those raised for food and/or food products, that unreasonably annoy humans, endanger the life or health of other citizens (other than their owners), or interfere with a citizen's enjoyment of life or property.

The term "Public Nuisance Animal" shall mean and include, but is not limited to, any animal that:

- a) is found at large after written complaint has been filed;
- b) damages the property of anyone other than its owner;
- c) molests or intimidates pedestrian or passerby;
- d) excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;

e) causes fouling of the air off the premises of the owner by odor resulting from failure to remove feces every twenty four (24) hours or washing of same into an approved underground disposal systems every twenty four (24) hours;

f) has been found by the animal control officer after notice of its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or

g) does not have attached a valid current rabies inoculation tag as required by State Law.

2.12: Under Restraint: Animals shall be deemed under restraint if it is on the premises of its owner or keeper or is accompanied by its owner or keeper and under the physical control of such owner or keeper by means of restraining devices, or under the verbal command, or under the active control of the owner or trainer while hunting or being trained and while on property of the owner or with the property owner's permission.

2.13: Dangerous Animal: (A) An animal of the canine or feline family:

(1) which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals; or

(2) which;

(a) makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by South Carolina Code Section 47-3-720; or

(b) commits unprovoked acts in a place other than the place where the animal is confined as required by South Carolina Code Section 47-3-720 and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being; or

(3) which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or

(4) which attacks, bites, or injures a human being or domesticated animal without adequate provocation, or which, because of temperament, conditioning or training, has a known propensity to attack, bite, or injure human beings or domesticated animals.

(B) An animal is not a "dangerous animal" solely by virtue of its breed or species.

2:14: Potentially Dangerous Animal: An animal of the canine or feline family that chases or approaches any person or domestic animal, anywhere, other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack including, but not limited to, behavior such as growling or snarling.

### SECTION 3: AUTHORITY

This ordinance is adopted pursuant to the provisions of Sections 47-3-20, et. seq., Code of Laws of South Carolina, 1976.

### SECTION 4: RESTRAINT

4.1: All animals shall be kept under restraint.

4.2: No owner shall fail to exercise proper care and control of his dog to prevent him from being a public nuisance.

4.3: Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

4.4: Every dangerous animal and potentially dangerous animal, as determined under this Ordinance shall be confined by the owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

#### SECTION 5: BITING OR ATTACKING PERSONS

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the rabies control officer in the Department of Health and Environmental Control. Whenever the Animal Control Officer or Humane Society Officer is notified and shown that an animal has bitten or attacked a person, such officer shall promptly notify the Oconee County Department of Health and Environmental Control of such bite or attack and shall cooperate with the said health department in impounding and quarantining such animal.

#### SECTION 6: IMPOUNDMENT AND VIOLATION NOTICE

6.1: Unrestrained and nuisance animals, upon receipt of a written complaint signed by the complainant, may be taken by Law Enforcement Officials and/or Animal Control Officers and impounded in the Oconee County Animal Shelter and there be confined in a humane manner.

In addition to, or in lieu of, impounding an animal at large, the Animal Control Officer or lawful constable or deputy sheriff may issue to the known owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a warning for a first offense. The owner shall be charged a penalty of One Hundred



(\$100.00) dollars for the second violation. One Hundred Twenty-Five (\$125.00) dollars for the third violation and One Hundred Fifty (\$150.00) dollars for each subsequent violation. Said penalties shall be made payable to the Treasurer of Oconee County and paid at the Oconee County Animal Shelter within ten business days from the date of issuance in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period described, a bench warrant shall be issued by a magistrate and upon conviction of this ordinance, the owner shall be punished as provided in Section 12 of this ordinance. In addition, the owner shall be required to pay a fee of five dollars (\$5.00) per day for each day the animal is boarded by the County, actual cost for inoculation of the animal (if applicable) and a five dollar (\$5.00) impoundment fee. In addition, at the discretion of the animal shelter, a thirty dollar (\$30.00) fee and mandatory sterilization of the animal may be required if the animal is impounded on more than one (1) occasion. Five dollars (\$5.00) shall be the impoundment fee and twenty-five (\$25.00) shall help defray the cost of sterilization. The sterilization shall not be required if the owner or other person redeeming the animal provides a written statement from a licensed veterinarian that the spay or neuter procedure would be harmful to the animal due to reasons of age or health or that the animal has already been sterilized.

6.2: Notwithstanding the above, an Animal Control Officer and/or Law Enforcement Officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.

6.3: Impounded dogs and cats shall not be kept for fewer than three (3) working days.

6.4: If by tag or other means, the owner of an impounded animal can be identified, the Animal Control Officer shall immediately upon impoundment notify the owner by telephone or certified mail. Any identifiable animal, not appearing to be abandoned, upon notification of the owner by telephone or certified mail, shall not be kept for fewer than ten (10) days.

6.5: Abandoned animals shall be impounded and shall be kept for no fewer than three (3) working days.

6.6: Any owner reclaiming an impounded dog or cat shall pay the fee provided for in section 6.1 before the animal can be released.

6.7: Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies the owner shall cause the animal to be inoculated at the owner's expense.

6.8: Any animal not reclaimed by its owner within three (3) working days, or in the case of a positively identifiable animal within ten (10) days, shall become the property of the local government authority and shall be placed for adoption in a suitable home or humanely disposed of as approved by State Law.

6.9: The Animal Shelter Director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.

6.10: It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.

6.11: It shall be unlawful to resist or hinder Animal Control Officers or Law Enforcement Officers engaging in the capture and impoundment of an animal. It shall be

unlawful to give false information to an Animal Control Officer or Law Enforcement Officers.

6.12: It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.

#### SECTION 7: DANGEROUS ANIMALS

7.1: The Animal Control Officer and Law Enforcement Officials shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has attacked, bitten, or injured any human being or domestic animal. The animal shall be kept at the Oconee County Animal Shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event that an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the Animal Control Officer or Law Enforcement Officer may, in his or her discretion, allow the animal owner to impound said animal on said animal owner's property.

7.2: Upon impounding a potentially dangerous animal or a dangerous animal that has attacked, bitten or injured a human being or a domestic animal, a determination hearing should be conducted within five (5) business days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The Magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such

determination such as veterinarians or dog obedience trainers. The Magistrate shall issue written findings within five (5) business days after the hearing. The owner of such animal shall have a right to appeal the decision to the Court of Common Pleas of Oconee County within ten (10) days of receiving such decision of the Magistrate.

7.3: An animal determined to be dangerous as determined in 7.2 which has attacked or causes injury to a human being or a domestic animal may be ordered destroyed by the Magistrate when in the Magistrate's judgment the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the Humane Society or law enforcement officer. A Magistrate may return a dangerous animal to the owner if the Magistrate finds that the animal will not pose a threat to human being and/or domestic animals and that the owner has and will fully comply with Sections 7.4. and 7.5 of this Ordinance.

7.4: The owner of a dangerous animal shall secure and confine said dangerous animal on owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two (2) feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five (5) feet by ten (10) feet and not less than six (6) feet high.

7.5: No person owning or harboring or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the dog is securely muzzled and restrained with a leash or chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length.

#### SECTION 8: POTENTIALLY DANGEROUS ANIMAL

8.1: The Animal Control Officer or Law Enforcement Officials shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to behavior such as growling or snarling. The animal shall be kept at the Deonee County Animal Shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal status as a potentially dangerous animal. The Animal Control Officer or Law Enforcement Officer may, in his or her discretion, allow the animal owner to impound said animal on said animal owner's property.

8.2: Upon impounding a potentially dangerous animal, the determination should be conducted within five (5) days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The Magistrate shall determine whether to declare the animal to be a potentially dangerous animal based on the evidence of testimony presented at the hearing by the owner, witnesses to any incidences, and any other persons possessing information pertinent to such determination such as veterinarians or dog obedience trainers. The Magistrate shall issue written

findings within five (5) days after the hearing. The owner of such animal shall have the right to appeal such a decision to the Court of Common Pleas of Ceezee County within ten (10) days of receiving the decision of the Magistrate.

8.3: Upon a finding that an animal is a potentially dangerous animal, the Magistrate may order that the animal be forfeited by owner or owners and placed with an agency willing to accept custody of said animal or may return said animal to owner if the owner has and will comply with Sections 8.4 and 8.5 of this Ordinance.

8.4: The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two (2) feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five (5) feet by ten (10) feet and not less than six (6) feet high.

8.5: No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the dog is securely muzzled and restrained with a leash or chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length.

#### SECTION 9: ANIMAL CARE

9.1: No owner shall fail to provide for his animals with the necessary substance, shelter, and veterinary care when needed to prevent suffering and humane care and



treatment. All animals shall be kept in a clean and sanitary condition. The premises upon which animal is kept shall be kept in a clean and sanitary condition and provide adequate light, shelter and ventilation.

9.2: No owner of an animal shall abandon such animal.

9.3: Any animal found abandoned and not properly care for, appearing to be diseased or injured past recovery for any useful purpose may be lawfully destroyed by an agent of DHEC, Law Enforcement Officer, Animal Control Officer or Officer of the Humane Society by a method approved by State Law.

9.4: Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owners property by the Animal Control Officer or Law Enforcement Officer and impounded at the Oconee County Animal Shelter, provided however that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.

9.5: The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

#### SECTION 10: STERILIZATION

No unclaimed dog or cat shall be released for adoption without written agreement by means of a spay/neuter contract from the adopter guaranteeing that such animal will be sterilized within thirty (30) days for adults and a specified date in the contract for pups and kittens, provided however, the county provides a program whereby the spay/neuter is included with the adoption fee.



No animal shall be released for adoption from the Oconee County Animal Shelter that has not been sterilized, provided however, that the County or its contractor provides a program whereby the spay/neuter is included with the adoption fee.

#### SECTION 11: ENFORCEMENT

The civil and criminal provisions of the ordinance shall be enforced by those persons or agencies by the county authority. It shall be a violation of this ordinance to interfere with an Animal Control Officer or Law Enforcement Officer in the performance of his/her duties. The Magistrate of Oconee County shall have the authority to issue a bench warrant in the enforcement of this Ordinance.

#### SECTION 12: PENALTIES

12.1: Any person violating any provisions of this ordinance shall be deemed guilty of a misdemeanor and shall for every offense, be guilty of a misdemeanor and be punished by imprisonment in jail not exceeding thirty (30) days or by a fine not exceeding five hundred dollars (\$500.00). In addition, upon conviction of any violation under this article a court may order an animal forfeited by the owner or owners and placed with an agency willing to accept custody of the animal, where the court finds that the animal has been cruelly treated; or the owners have been convicted of allowing the animal to run at large on two or more previous occasions.

#### SECTION 13: APPLICABILITY OF RABIES CONTROL ACT

The provisions of South Carolina Code Section 47-5-10 et seq., commonly known as the Rabies Control Act are hereby adopted in their entirety, as the same may be from time to time amended, as an integral part of this ordinance, except insofar as the



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Chairman-Supervisor

Attest:

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Clerk

Oconee County  
Finance Department

Ron H. Rabun,  
Administrator

Oconee County  
Administrative Offices  
604 South Pine Street  
Walhalla, SC 29591

Phone: 864.638.4244  
Fax: 864.638.4240

E-mail:  
rrabun@oconeesc.com

TO: Steve Moore, District I

CC: County Council Members

FROM: Ron H. Rabun

DATE: October 19, 2004

RE: Request for information by Steve Moore - Animal Control savings and Wireless Communication

As per your request dated October 5, 2004, at the regularly scheduled Council Meeting, please find the following information.

- Wireless Equipment presentation from Carl Hayden. Carl is still on sick leave and will be notified upon his return.
- Cost savings year to date by taking over the Animal Shelter (please see attached)

### Cost Savings YTD by taking over the Animal Shelter

Animal Control	2003-2004
Actual Expenditures	\$ 105,815.83
Humane Society	2003-2004
Actual Expenditures	\$ 125,010.20
Total 2003-2004 FY	\$ 230,826.03
Average per quarter 2003-2004	\$ 57,705.51
Animal Control and Animal Shelter Combined	2004-2005
Actual Expenditures for 1st quarter	\$ 47,579.53
**Less outstanding prior year debt of Humane Society that the county had to pay when we took over. (see below)	\$ (2,476.78)
Total YTD 1st Quarter 2004-2005	\$ 45,102.75



Cost Savings YTD by taking  
over the Animal Shelter

\$ 12,603.76

Information: The county was able to have this cost savings  
even though we had the largest intake of dogs at one time on  
record (152 dogs)

**\*\*Outstanding Debt at Animal Shelter**

Date	Vendor	Amount	Late Fee	Past Due	Total
5/1/2004	Waste Management	\$ 36.39			\$ 36.39
7/1/2004	Waste Management	\$ 97.52			\$ 97.52
5/22/2004	Imvova, Net	\$ 35.90			\$ 35.90
5/1/2004	Terminix	\$ 35.00			\$ 35.00
5/15/2004	City of Watahalla	\$ 50.02	\$ 4.07		\$ 54.09
5/15/2004	Bellsouth	\$ 199.04		\$ 132.73	\$ 331.77
5/7/2004	AT&T	\$ 53.15			\$ 53.15
6/2/2004	Menal Limited	\$ 347.00			\$ 347.00
6/1/2004	Ocean Farm & Garden	\$ 172.00	\$ 25.58		\$ 197.58
5/18/2004	Seneca Animal Shelter	\$ 180.00			\$ 180.00
5/8/2004	G. Neil	\$ 25.19			\$ 25.19
6/26/2004	Blue Ridge Electric	\$ 93.40	\$ 18.00		\$ 111.40
5/31/2004	Bounty and Quick Stop	\$ 105.11			\$ 105.11
5/4/2004	Truluck Inc	\$ 50.00			\$ 50.00
7/1/2004	Watahalla Veterinary Clinic	\$ 241.00			\$ 241.00
7/1/2004	Watahalla Veterinary Clinic	\$ 493.58			\$ 493.58
	<b>Total</b>	\$ 2,256.30	\$ 45.75	\$ 132.73	\$ 2,434.78