

2-6-07

Oconee County Council and Oconee County Administration

The attached Resolution was recently adopted by the Friends of Lake Keowee Society (FOLKS) in opposition to potential regulatory takings legislation being considered by the South Carolina Legislature.

The regulatory takings legislation currently being discussed at committee level is virtually the same as that put in the form of bill in the House last year. The expectation is that the committee will complete its work by mid March with some form of recommendation to follow.

FOLKS believes this possible legislation to be most egregious as regards a significant further erosion of home rule and more specifically the ability of local communities, including counties, to facilitate proper and necessary comprehensive land use planning.

We all know growth and development are here to stay. The potential proposed legislation will effectively strip the ability of local governmental units to manage growth and development.

Statewide the financial and environmental consequences may be catastrophic.

Equating the normal governmental functions of land use planning through the implementation of zoning, development standards ordinances and/or other such mechanisms, to a taking of property is ludicrous. It is especially ludicrous when the concept of perceived loss of value or use is applied, and further mandating monetary compensation for said perceived loss of value or use.

The Friends of Lake Keowee Society strongly urges the Oconee County Council and Administration to adopt the attached resolution or one of similar nature.

**FRIENDS OF LAKE KEOWEE SOCIETY
RESOLUTION
IN OPPOSITION TO PROPOSED
SOUTH CAROLINA
PUBLIC TAKINGS LEGISLATION**

Whereas, the Friends of Lake Keowee Society, strongly supports both local and state legislation that strengthens community rights and improves the overall quality of life for all residents of South Carolina; and

Whereas, last year the General Assembly considered several versions of a regulatory takings bill, and it is highly anticipated that some version of this bill will be introduced again in 2007; and

Whereas, responsible land use planning and environmental regulations are a necessary and proper government function to protect public safety, health and well-being of communities, and the protection of property values; and

Whereas, regulatory takings legislation could bring responsible planning for growth and development to a halt by forcing local governments to pay cash compensation to a property owner any time the owner perceives the use or value of their property is adversely affected by local or state laws or ordinances (zoning ordinances, tree and sign ordinances, historic preservation districts, environmental protection laws, development standards ordinances, etc.); and

Whereas, the result of a similar measure passed in Oregon (Measure 37) in 2004 has resulted in over 3,000 claims requesting over \$6 billion in compensation; and

Whereas, current law adequately provides property owners with remedies for inadvertent impacts on their properties through the Land Use Dispute Resolution Act and the Vested Rights Act; and

Whereas, we believe the residents of South Carolina are best suited to determine the face their respective communities;

Now therefore be it resolved, that the Friends of Lake Keowee Society does recognize that responsible local community planning for growth and development is a necessary and proper function of local government.

Be it further resolved that, the Friends of Lake Keowee Society does hereby oppose any regulatory takings legislation, and more specifically any such takings legislation that would provide monetary or other such compensation for perceived loss of property value or use, as a result of state and/or local regulatory actions.

February 5, 2007

Oconee County Council

Gentlemen:

About a year ago I spoke from this desk as a minister offering some possible solutions to the problem of Governmental prayer. These were ignored and since then the situation has deteriorated. We now have two sides deeply entrenched in their positions. On the one side is a Ministerial Association with a large constituency who knows no compromise to their sectarian prayers. Your lawyer said, if I remember the figures correctly, that it might cost \$150,000 to \$250,000 to fight a law suit. The Ministerial Association says they have pledges of \$700,000 to fight such a suit. On the other side is the A.U. and the ACLU willing to sue unless sectarian prayers are stopped. If a suit comes, what a stupid way to waste hundreds of thousands of dollars. Think of all the folks from this county we could feed through the food bank in Seneca with such amounts of money.

Before your workshop on the prayer issue, I submitted a one-page paper for your consideration again mentioning ways to have prayer and still bypass a legal suit. In that paper I gave you the names of some ministers who would be willing to offer a more inclusive nonsectarian prayer unlike those that have been given by the Ministerial Association. I don't know if this would satisfy the ACLU, but my hunch is that were such prayers offered during the past year, we wouldn't have the current standoff. Diversity is what has been lacking.

A caller to Willie of the Seneca Newspaper asked about the local Catholic priests offering prayers at Council meetings. It won't happen since they are not members of the closed conservative club of clergy comprising the Ministerial Association. A little local church history is in order. In 1995 Rev. James Neill arrived to serve the Episcopal church in Seneca. When he attended his first Ministerial Association meeting, he asked where the Catholic priests were. He was told that they were not included. Whereupon he formed a small more broad minded group of ministers in Seneca. Most of the ministers in that original more inclusive group have moved on, but one of the remaining legacies of that group is the Wednesday noon joint worship services of their combined congregations during lent. Of course the two local Catholic priests were included in that more broad minded group along with both Black and white ministers of various denominations.

The ministers whose names I gave you obviously have not been asked to pray here.

At your workshop on prayer, one of the ministers from the Ministerial Association said that a prayer not given in the name of Jesus is no prayer. I would respectfully submit that the prayers now given here in spiteful and arrogant sectarian fashion

are not prayers. Prayer is a language of the heart, and that is what is sorely missing at these council meetings.

Please, there are ways to both pray and avoid a law suit. No one is saying "Don't pray." There are ways to pray which are not sectarian and which are not divisive. Surely God, if He hears any prayers, hears all prayers, even silent ones offered from the heart.

Rev. Ralph Stutzman

PUBLIC COMMENT TO OCONEE COUNTY COUNCIL, February 6, 2007

Where is Clint Eastwood?

If this were a Western morality tale, he would have ridden into Oconee County last month. In the movies, Clint arrives in time to persuade the town fathers to stand up to threats and intimidation. He shows them that caving in to one bully's demands only emboldens the next. The community realizes the only way to protect itself and save its soul is to show backbone and bravery.

Clint Eastwood wasn't at the Oconee County Courthouse on January 23 when our county attorney urged the court to bless a settlement with Marick Home Builders. Actually I quibble with the term "settlement." The proposed deal is no such thing. It is total capitulation, public policy fashioned by fear. Citizen safety and the County's future sacrificed to a developer making legal threats.

Last spring, I said Oconee County couldn't be bought. In a perverse way, I've been proven right. Why buy Oconee when County Council is willing to give it away?

On May 1, 2006, Council did the right thing: it passed safety Ordinance 2006-07. The readings and hearing that preceded passage took place in the public spotlight. People packed Council chambers and overflowed into the halls. They told Council that safety mattered and Council listened.

So what happened to prompt this 180-degree reversal, this dismissal of the public will? During the past nine months not a single fact changed. Marick first threatened a takings lawsuit in April 2006. Old news.

So is the reversal due to a change of venue? This winter's capitulation occurred behind closed doors. When did the Council publicly vote to authorize a rollover for an out-of-town developer? It didn't. I won't bother questioning that legal soft shoe.

Let's skip ahead to what Brad Norton "negotiated" on behalf of Council. I should note that we have not seen the "final" settlement language, since—unbelievably—the crafting was left to Wally Fayssoux, Marick's attorney. In legal matters, it's a truism that the devil is in the details. I can only imagine the effort Mr. Fayssoux is taking with those details.

But back to the BIG concessions the County attorney supposedly wrung from Marick.

Concession number one: Marick agrees to comply with the ordinance's lake buffer—that is unless it "NEEDS" to apply for a variance. What did Marick give up? Nada. Zip. Under Ordinance 2006-07, any affected property owner has the right to apply for a variance.

Concession number two: Marick agrees to a "one-time" commitment to provide firefighters with training to fight high-rise fires. Wow. Last spring, Marick publicly stated

it would provide training AND equipment, buy a million-dollar fire truck for Keowee-Ebenezer fire department. What negotiating skill.

Concession number three: Marick agrees to reduce the number of MonteLago units from 330 to 270. Another real coup, given that the MonteLago drawings submitted to DHEC in November, 2006 show 228 units and last January Rick Thoennes told The Daily Journal: "I would never do 330 units on a parcel that size."

Concession number four: Marick commits to a "good faith effort" to obtain fifty feet of right-of-way. "Good faith" is never defined nor is the County given any way to measure compliance. Accountability is absent.

Concession number five: Marick will pay to construct a 22-foot road. Of course, in original court documents, BOTH the County and Marick acknowledged Luther Land Road would need to be widened to 24 feet. Now, despite the County's own calculation that MonteLago would raise the average daily traffic count to 3,360 trips per day—four times the traffic level associated with a "Major Local Road." Luther Land has magically been determined to meet the definition of a Major Local Road. Mr. Norton did some fancy footwork around Ordinance definitions, but he never addressed this. What most affects the safety of a road—the traffic it carries or whether it ends at Point A or Point B?

Let us remember that Luther Land Road lies less than 3.5 miles from the Oconee Nuclear Power Plant. National studies indicate that emergency evacuation plans can easily be compromised if car accidents block roadways or transient populations (e.g. resort guests) are confused. Guess what: Marick's web site promotes MonteLago as a resort. In March of 2006 a single-family house fire totally blocked Luther Land. What would happen in a much larger emergency?

While it's true that a bond is mentioned for the road, the timing is not. If Marick isn't required to secure a bond before it starts construction of its condos, bankruptcy at any time during the three-year development period prior to road construction leaves the County holding the bag. And, what about that three-year construction window when monster machines will be tearing up Luther Land, cracking pavement and gouging potholes? Did the County negotiate any contribution for road repairs? No.

What else is NOT in this document? There is no provision requiring Marick to abide by the terms of the deal should some other legal challenge to Ordinance 2006-07 be successful. There isn't even a release of the County.

Worst of all, though, is the unspoken policy reversal, which ignores Ordinance 2006-07's clear intent to protect citizen safety. In effect, the Council has gutted this ordinance without ever taking a vote or being held accountable. This is NOT just about MonteLago. What happens when the next high-density project is plopped down on a road that can't safely handle the traffic? Another deal?

The Councilmen who passed Ordinance 2006-07 repeatedly assured citizens that public safety was their main concern. I would also like to read two statements made by Mr. Norton last March. And I quote: "Now the reason for this is not to add a burden to the subdeveloper but when you have developments come in on a road you may have a dramatic impact on public safety."

During another meeting, Mr. Norton urged Council to continue on the path toward 2006-07 and said this about the addition of road safety issues: "... you can add that to a moratorium that can get around any grandfathering of a vested right as related to public safety. That would be my advice."

Yet, in this deal, the County asserts that Marick is vested so Ordinance 2006-07 doesn't apply. Hold the horses! Come again? In essence, the County is now saying this is not a public safety measure since a safety ordinance would apply regardless of vesting.

We could go on. We could ask what the document means when it says the County "will work with Marick in allowing utilities to use the road right-of-way"? Does the Council even know how Marick might interpret this or what this commitment might cost? We could also question the nonsensical comments made in court regarding vesting.

However, our time is undoubtedly up. So let's cut to the chase. Clint Eastwood's horse isn't on the horizon. But we wouldn't need him if any three of you have the courage to vote down this proposed deal. You could do so today. You could tell your county attorney: try again, and don't come back unless you can get it right. This deal isn't good enough—not for the Council and certainly not for Oconee County.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: February 6, 2007
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Public Hearing and Third & Final Reading of Ordinance 2007-01: "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION TWO HUNDRED THOUSAND DOLLAR (\$1,200,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT PROJECT), SERIES 2007; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

On August 19, 2003 the Oconee County Council adopted Ordinance 2003-12, "AN ORDINANCE ESTABLISHING THE KEOWEE FIRE TAX DISTRICT, AND ESTABLISHMENT OF THE KEOWEE FIRE COMMISSION, AND RENAMING OF THE KEOWEE KEY FIRE DEPARTMENT". This ordinance was amended by Ordinance 2006-13, "AN ORDINANCE AMENDING ORDINANCE 2003-12 WHICH ESTABLISHED THE KEOWEE FIRE TAX DISTRICT AND THE KEOWEE FIRE COMMISSION".

SPECIAL CONSIDERATIONS OR CONCERNS:

This general obligation bond, although approved as a County Ordinance will not go against the County's bonding capacity. This general obligation bond will be used for the construction of a new substation and expanding the current the current headquarters for the Keowee Fire Tax District.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council conduct the public hearing to receive written and/or oral comments and consider third and final reading of this ordinance.

FINANCIAL IMPACT:

No financial impact to the County budget.

ATTACHMENTS:

- (1) Proposed Ordinance
- (2) Exhibits A - E

Submitted or Prepared By:

Opal O. Green

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed by/initials:

_____:County Attorney

_____:Finance

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2007-01

TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION TWO HUNDRED THOUSAND DOLLAR (\$1,200,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT PROJECT), SERIES 2007; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

TABLE OF CONTENTS

ARTICLE I

FINDINGS OF FACT

SECTION 1.01 OBJECTIVES.....	1
SECTION 1.02 RECITAL OF APPLICABLE CONSTITUTIONAL PROVISIONS.....	1
SECTION 1.03 HOLDING OF PUBLIC HEARING AND NOTICE THEREOF.....	2
SECTION 1.04 NOTICE OF ADOPTION OF ORDINANCE.....	2

ARTICLE II

DEFINITIONS AND CONSTRUCTION

SECTION 2.01 DEFINITIONS.....	2
SECTION 2.02 CONSTRUCTION.....	3

ARTICLE III

ISSUANCE OF THE BOND

SECTION 3.01 ORDERING THE ISSUANCE OF THE BOND.....	4
SECTION 3.02 MATURITY SCHEDULE OF THE BOND.....	4
SECTION 3.03 PROVISION FOR PAYMENT OF INTEREST ON THE BOND.....	4
SECTION 3.04 MEDIUM OF PAYMENT, FORM AND DENOMINATION OF THE BOND, PLACE OF PAYMENT OF PRINCIPAL.....	5
SECTION 3.05 AGREEMENT TO MAINTAIN REGISTRAR.....	5
SECTION 3.06 EXECUTION AND AUTHENTICATION.....	5
SECTION 3.07 TRANSFERABILITY AND REGISTRY.....	5
SECTION 3.08 TRANSFER OF THE BOND.....	6
SECTION 3.09 REGULATIONS WITH RESPECT TO TRANSFERS.....	6
SECTION 3.10 MULTIPLE, DESTROYED, LOST AND SPOKEN BOND.....	6
SECTION 3.11 HOLDER AS OWNER OF BOND.....	6
SECTION 3.12 CANCELLATION OF THE BOND.....	7
SECTION 3.13 PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS.....	7
SECTION 3.14 STATE TAX EXEMPTION.....	7
SECTION 3.15 ORDER OF TAX LEVY TO PAY PRINCIPAL AND INTEREST OF THE BOND.....	7
SECTION 3.16 NOTICE TO AUDITOR AND TREASURER TO LEVY TAX.....	7
SECTION 3.17 FORM OF BOND.....	7

ARTICLE IV

REDEMPTION OR PURCHASE OF THE BOND

SECTION 4.01 AUTHORIZATION OF REDEMPTION.....	8
SECTION 4.02 PURCHASES OF THE BOND OUTSTANDING.....	8

ARTICLE V

SALE OF THE BOND

SECTION 5.01 DETERMINATION OF TIME TO RECEIVE BIDS - FORM OF NOTICE OF SALE.....	8
SECTION 5.02 AWARD OF THE BOND.....	8

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF THE BOND

SECTION 6.01 DISPOSITION OF BOND PROCEEDS INCLUDING TEMPORARY INVESTMENTS..... 9

ARTICLE VII

DEFEASANCE OF THE BOND

SECTION 7.01 DISCHARGE OF ORDINANCE – WHERE AND HOW THE BOND IS DEEMED TO HAVE BEEN PAID AND
DEFEASED..... 9

ARTICLE VIII

CERTAIN TAX CONSIDERATIONS

SECTION 8.01 GENERAL TAX COVENANT..... 10
SECTION 8.02 TAX REPRESENTATIONS..... 10
SECTION 8.03 EXEMPTION FROM REBATE..... 11
SECTION 8.04 QUALIFIED TAX-EXEMPT OBLIGATION..... 11

ARTICLE IX

MISCELLANEOUS

SECTION 9.01 FAILURE TO PRESENT THE BOND..... 11
SECTION 9.02 SEVERABILITY OF INVALID PROVISIONS..... 11
SECTION 9.03 SUCCESSORS..... 12
SECTION 9.04 ORDINANCE TO CONSTITUTE CONTRACT..... 12
SECTION 9.05 FILING OF COPIES OF ORDINANCE..... 12
SECTION 9.06 FURTHER ACTION BY OFFICERS OF COUNTY..... 12
SECTION 9.07 CONTINUING DISCLOSURE..... 12
SECTION 9.08 EFFECTIVE DATE OF THE ORDINANCE..... 12

EXHIBIT A – FORM OF NOTICE OF PUBLIC HEARING
EXHIBIT B – FORM OF BOND
EXHIBIT C – FORM OF OFFICIAL NOTICE OF SALE
EXHIBIT D – FORM OF SUMMARY NOTICE OF SALE
EXHIBIT E – NOTICE OF ADOPTION OF ORDINANCE

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Ordinance and the issuance of the bond provided for herein, the County Council of Oconee County (the "Council"), the governing body of Oconee County, South Carolina (the "County"), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct.

Section 1.01 Objectives

(a) Pursuant to the provisions of Section 4-9-30(5) of the South Carolina Code and an ordinance (the "County Ordinance") enacted on August 19, 2003, as amended, the Council created the Keowee Fire Tax District (the "Keowee Fire Tax District") to provide fire protection services in a portion of the County.

(b) By virtue of Chapter 15 of Title 4, as supplemented by Section 11-27-40 of the South Carolina Code, the County is empowered to issue general obligation bonds for any "authorized purpose" as therein defined. The above-referenced chapter and section of the South Carolina Code are hereinafter collectively referred to as the "Enabling Act".

(c) After due investigation, the Council has determined that it is in the best interest of the County that the County undertake the financing of the costs of (1) constructing a new substation and (2) expanding the current headquarters, both for the Keowee Fire Tax District (collectively, the "Project"). The Council has further determined to issue a general obligation bond of the County, in an aggregate principal amount of not exceeding \$1,200,000, to finance the costs of the Project and to be initially repayable from ad valorem taxes collected within the Keowee Fire Tax District. In so authorizing the issuance of such general obligation bond, the Council finds that the benefits arising from the Project will accrue to all persons and property within the Keowee Fire Tax District.

Section 1.02 Recital of Applicable Constitutional Provisions

Section 14(7) of Article X of the Constitution of the State of South Carolina (the "State Constitution") provides that the counties of the State may issue bonded indebtedness without regard to their constitutional debt limitation provided such bonded indebtedness is issued pursuant to Section 12 of Article X of the State Constitution. Section 12 of Article X of the State Constitution allows counties to incur bonded indebtedness for fire protection benefiting only a particular geographical section of the County provided that a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness or revenue bonds incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom. The County will, pursuant to this Ordinance, impose an ad valorem tax, without limit, on the Keowee Fire Tax District sufficient to defray the debt service on the proposed bond. Thus, with respect to the proposed bond of the County referred to in Section 1.01(c) hereof, the Council may cause to be issued a general obligation bond in the aggregate principal amount of not exceeding \$1,200,000 to be repaid from ad valorem taxes collected within the Keowee Fire Tax District for the purpose of paying the costs of the Project and issuance costs.

Section 1.03 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by the Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice as published in the *Keowee Courier* in the City of Walhalla, South Carolina, *The Daily Journal* in the City of Seneca, South Carolina and the *Westminster News* in the City of Westminster, South Carolina shall be substantially as set forth in Exhibit A attached hereto.

Section 1.04 Notice of Adoption of Ordinance.

Section 4-9-1220 of the South Carolina Code provides that within 60 days following the adoption by the Council of an ordinance authorizing the issuance of general obligation debt, a petition signed by not less than fifteen percent of the qualified electors of the County may be filed with the Clerk to County Council requesting that such ordinance be repealed. However, said Section 4-9-1220 does not apply in the event the Council publishes notice of the adoption of such ordinance in accordance with the provisions of Section 11-27-40(8) of the South Carolina Code. Under said Section 11-27-40(8), a notice signed by five qualified electors requesting the repeal of such ordinance may be filed with the Clerk to County Council and with the Clerk of the Court of Common Pleas of the County within 20 days of the published notice. In accordance with this provision, the notice prescribed thereby shall be published subsequent to the third and final reading of this Ordinance. The notice is to be published substantially in the form attached hereto as Exhibit E.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

"Administrator" means the County Administrator of the County.

"Authorized investments" means any investments that are at the time legal for investment of the County's funds under the laws of the State of South Carolina and of the United States.

"Authorized Officer" means the Chairman or the Vice-Chairman of the Council or the Administrator and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

"Bond" means the Bond of the County authorized by this Ordinance.

"Bondholder" or "Holder" or "Holders of the Bond" or "Owner" or similar term means, when used with respect to a Bond, any person who shall be registered as the owner of any Bond Outstanding.

"Bond Payment Date" means each April 1 and October 1 on which interest on the Bond shall be payable or on which both principal and interest shall be payable on the Bond.

"Code" means the Internal Revenue Code of 1986, as amended.

"Council" means the Oconee County Council, South Carolina, the governing body of the County or any successor governing body of the County.

"County" means Oconee County, South Carolina.

"Enabling Act" means Chapter 15 of Title 4, as amended, of the South Carolina Code, as amended and supplemented by Section 11-27-43 of the South Carolina Code.

"Escrow Agent" means a financial institution selected by the County.

"Government Obligations" means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

"Keowee Fire Tax District" means Keowee Fire Tax District, a special tax district created by the County.

"Ordinance" means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Outstanding", when used in this Ordinance with respect to the Bond means, as of any date, the Bond theretofore authenticated and delivered pursuant to this Ordinance except:

- (i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and
- (iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.10 of this Ordinance.

"Person" means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

"Project" means those certain public improvements as defined in Section 1.01 hereof.

"Revised Date" means the date which is the fifteenth day of the month immediately preceding each Bond Payment Date.

"Registrar" means the County's Clerk to Council.

"South Carolina Code" means the Code of Laws of South Carolina 1976, as amended.

"Suite" means the State of South Carolina.

Section 2.02 Construction

In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Ordinance, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

ARTICLE III

ISSUANCE OF THE BOND

Section 3.01 Ordering the Issuance of the Bond.

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Project described in Section 1.01 hereof, there shall be issued not exceeding One Million Two Hundred Thousand Dollars (\$1,200,000) aggregate principal amount general obligation bond of the County. Such Bond shall be designated "General Obligation Bond of Oconee County, South Carolina (Kcowee Fire Tax District Project)" and shall be designated as "Series 2007."

Section 3.02 Maturity Schedule of the Bond

Unless determined otherwise by the Administrator, interest on the Bond shall be payable on April 1, 2008 (or, if the Bond is not issued until a date which is less than 60 days prior to such date, on October 1, 2008) and semiannually thereafter on April 1 and October 1 of each year until payment of the principal thereof. Subject to the requirements of the Enabling Act, the Bond shall mature on April 1 of such years, beginning not later than April 1, 2008, and ending not later than April 1, 2022, and in such amounts, as shall be determined by the Administrator.

Pursuant to the provisions of Section 4.01 hereof, certain maturities of the Bond have been made subject to redemption at the option of the County.

Section 3.03 Provision for Payment of Interest on the Bond

The original issue date of the Bond shall be the delivery date of the Bond, or such other date as may be selected by the Administrator. The Bond shall be authenticated on the date as it shall be delivered. The Bond shall bear interest from the original issue date if no interest has yet been paid; otherwise from the last date in which interest has been paid and which date is on or prior to the date of such Bond's authentication. The interest payment on the Bond shall be made in accordance with Section 3.04(c) hereof to the Person in whose name the Bond is registered in accordance with Section 3.07 hereof at the close of business on the Record Date with respect to such payment.

Section 3.04 Medium of Payment; Form and Denomination of the Bond; Place of Payment of Principal

(a) The Bond shall be payable as to principal and interest at the rate per annum determined in the manner prescribed by Section 5.01 hereof (on the basis of a 360 day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bond shall be issued in the form of a single, fully registered, typewritten bond and shall be identified by certificate number R-1.

(c) The principal of and the interest on the Bond shall be payable to the Person appearing on the Record Date on the registration books of the County, which books shall be held by the Registrar as provided in Section 3.07 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Date.

Section 3.05 Agreement to Maintain Registrar

As long as the Bond remains Outstanding, the Clerk to County Council shall be the Registrar and shall upon request inform the Holder as to where (i) the Bond may be presented for registration of transfers and (ii) notices and demands to or upon the County in respect of the Bond may be served.

Section 3.06 Execution and Authentication

(a) The Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk of the County or other Authorized Officer (other than the officer executing the Bond). The Bond bearing the manual signature of any Person who shall have been such an Authorized Officer at the time the Bond was so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of the Bond or was not such Authorized Officer at the date of the authentication and delivery of the Bond.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar; and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

Section 3.07 Transferability and Registry

The Bond shall at all times, when the same is Outstanding, be payable, both as to principal and interest to a Person, and shall be transferable, only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as the Bond remains Outstanding, the County shall maintain and keep, at its office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the transfer of the Bond.

Section 3.08 Transfer of the Bond

The Bond shall be transferable only upon the books of the County, which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bond, the County shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond.

Section 3.09 Regulations with Respect to Transfers

The Bond, if surrendered in any transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bond, the County may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the Holder requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to (i) issue or transfer the Bond during a period between a Record Date and the next following Bond Payment Date or (ii) following a call for redemption of the Bond.

Section 3.10 Mutilated, Destroyed, Lost and Stolen Bond

(a) If the Bond is mutilated and thereafter surrendered to the County or if the County receives evidence to its satisfaction of the destruction, loss or theft of the Bond, and there is delivered to the County such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a *bona fide* purchaser, the County shall execute, and the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of the destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of the mutilated, lost or stolen Bond. The Registrar shall thereupon cancel the mutilated Bond so surrendered. In case the mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one month, the County in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.10, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County connected therewith.

(c) Each new Bond issued pursuant to this Section 3.10 in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof. The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Bond or securities.

Section 3.11 Holder as Owner of Bond

The County may treat the Holder of the Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payment of the principal and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge

the liability upon the Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.12 Cancellation of the Bond

The Registrar shall destroy the Bond upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. The Bond shall not be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

Section 3.13 Payments Due on Saturdays, Sundays and Holidays

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or principal of the Bond need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on such Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.14 State Tax Exemption

Both the principal of and interest on the Bond shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

Section 3.15 Order of Tax Levy to Pay Principal and Interest of the Bond

For the payment of the principal and interest on the Bond and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor, and collected by the County Treasurer, in the same manner as County taxes are levied and collected, a tax initially on all taxable property in the Keowee Fire Tax District, sufficient to pay the principal of and interest on the Bond as it matures, and to create such sinking fund as may be necessary therefor.

Section 3.16 Notice to Auditor and Treasurer to Levy Tax

The County Auditor and County Treasurer shall be notified of this issue of the Bond and directed to levy and collect, respectively, upon all taxable property in the Keowee Fire Tax District an annual tax sufficient to meet the payment of the principal and interest on said Bond, as the same matures, and to create such sinking fund as may be necessary therefor.

Section 3.17 Form of Bond

The form of the Bond, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit B attached hereto and made a part of this Ordinance.

ARTICLE IV

REDEMPTION OR PURCHASE OF THE BOND

Section 4.01 Authorization of Redemption

Optional Redemption. The principal amounts of the Bond maturing subsequent to April 1, 2017, shall be subject to redemption at any time at the option of the County, in whole or in part, and, if in part, in the principal amount as designated by the Council (but only in integral multiples of \$5,000), commencing April 1, 2017, at the redemption price of par, together with accrued interest to the date fixed for redemption, upon 30 days written notice to the Holder. Provided, however, that the Administrator is hereby authorized to make any such adjustment to the redemption price or the applicable date of redemption set forth in the preceding sentence as he shall determine prior to offering the Bond for sale. Upon the date selected for redemption, the Bond shall cease to bear interest, and the Bond shall no longer be considered as Outstanding hereunder. If money sufficient to pay the redemption price and accrued interest has not been paid by the County to the Holder on the redemption date, such Bond shall continue to bear interest until paid at the same rate as it would have borne, had it not been called for redemption, until the same shall have been paid.

Section 4.02 Purchases of the Bond Outstanding

Purchases of the Bond Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bond to the Registrar for cancellation.

ARTICLE V

SALE OF THE BOND

Section 5.01 Determination of Time to Receive Bids – Form of Notice of Sale

The Bond shall be sold at public sale, at a price of not less than par. Bids shall be received until noon (local time) on a date to be selected by the Administrator. The form of the Official Notice of Sale, and the conditions of sale, shall be substantially those set forth in Exhibit C attached hereto and made a part hereof. The Bond shall be advertised for sale in *The Greenville News* or *The State*, which advertisement shall appear at least once, not less than seven (7) days before the date set for said sale. The date of sale may be adjusted in accordance with Section 11-27-40 of the South Carolina Code. The form of the advertisement may be an abbreviated form of the Official Notice of Sale as shown in Exhibit D attached hereto and made a part hereof.

Section 5.02 Award of the Bond

Upon the receipt of bids for the purchase of the Bond, unless all bids are rejected, the Administrator shall award the Bond to the bidder offering to purchase it at the lowest net interest cost to the County. For the purpose of determining lowest net interest cost, the aggregate of interest on the Bond from the dated date of the Bond, which is the original issue date, until its maturity, less any sum named by way of premium, shall be determined on each bid and the smallest amount to be paid by the County shall reflect lowest net interest cost.

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF THE BOND

Section 6.01 Disposition of Bond Proceeds including Temporary Investments

The proceeds derived from the sale of the Bond issued pursuant to this Ordinance shall be paid to the County Treasurer, to be deposited in a special fund to the credit of the County, and shall be expended and made use of by the County as follows:

(a) the proceeds shall be expended and made use of by the Council to defray the cost of issuing the Bond and to defray costs of constructing and acquiring the Project or such other project within the Keowee Fire Tax District as approved by supplemental ordinance. Pending the use of Bond proceeds, the same shall be invested and reinvested by the County Treasurer in Authorized Investments. All earnings from such investments shall be applied, at the direction of the Council, either (i) to defray the cost of the Project and if not required for this purpose, then (ii) to pay the first maturing installments of interest on the Bond; and

(b) if any balance remains, it shall be applied to such other capital improvements within the Keowee Fire Tax District as provided by Council pursuant to an ordinance supplemental hereto or held by the County Treasurer in a special fund and used to effect the retirement of the Bond authorized by this Ordinance;

provided, that neither the purchaser nor any Holder of the Bond shall be liable for the proper application of the proceeds thereof.

ARTICLE VII

DEFEASANCE OF THE BOND

Section 7.01 Discharge of Ordinance - Where and How the Bond is Deemed to have been Paid and Defeased

If the Bond issued pursuant to this Ordinance and all interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this Article if the County shall elect to provide for the payment of the Bond prior to its final Bond Payment Date and shall have deposited with the Escrow Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay when due the principal or redemption price and interest due and to become due on the Bond as the same matures.

Neither the Government Obligations nor moneys deposited pursuant to this Section 7.01 nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust by the Escrow Agent for, the payment of the principal of or redemption price and interest on the Bond; provided that any cash received from such principal or interest payments on Government Obligations so deposited, if not then needed for such purpose, shall to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price and interest to become due on the Bond on the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the principal

or redemption price and interest may be paid over to the County, as received by the Escrow Agent, free and clear of any trust, lien or pledge.

ARTICLE VIII

CERTAIN TAX CONSIDERATIONS

Section 8.01 General Tax Covenant

The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bond, including without limitation, the requirement to file the information report with the Internal Revenue Service. In this connection, the County covenants to execute any and all agreements or other documentation as it may be advised by bond counsel will enable it to comply with this Section 8.01, including its certification on reasonable grounds that the Bond is not an "arbitrage bond" within the meaning of Section 148 of the Code.

Section 8.02 Tax Representations

The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bond. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided by the net proceeds of the Bond will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of the Bond or any facility financed with the proceeds of the Bond to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(e) of the Code.

(c) The County is not a party to, nor will the County enter into, any contracts with any person for the use or management of any facility provided with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 97-13.

(d) The County will not sell or lease any property provided by the Bond to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bond.

(e) The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County will not enter into any leases or sales or service contracts with respect to any facility provided with the proceeds of the Bond with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bond.

Section 8.03 Exemption from Rebate

The County reasonably expects that it (together with any subordinate entity thereto) will not issue tax-exempt obligations in calendar year 2007 in a principal amount exceeding \$5,000,000. The County has general taxing power within the meaning of Section 148(f)(4)(D)(i)(I) of the Code. The Council covenants that at least 95% of the proceeds of the Bond will be applied to the governmental purposes of the County. Therefore, proceeds of the Bond will be exempt from the arbitrage rebate requirement of Section 148(f)(4)(D) of the Code pursuant to the "small issuer exemption" set forth in Section 1.148-8 of the Treasury Regulations promulgated thereunder. The County expressly covenants, however, to comply with the requirements of Section 148(f) of the Code and to timely calculate and pay to the United States such amounts as are due should the foregoing exemption from rebate be unavailable.

Section 8.04 Qualified Tax-Exempt Obligation

It is expected that during calendar year 2007 the County and all entities subordinate thereto will not borrow on a tax-exempt basis (other than private activity bonds which are not qualified 501(c)(3) bonds as defined in Section 145 of the Code) in the aggregate an amount exceeding \$10,000,000. The Bond is hereby accordingly designated as a "qualified tax-exempt obligation" in accordance with Section 265(b)(1)(B) of the Code.

ARTICLE IV

MISCELLANEOUS

Section 9.01 Failure to Present the Bond

Anything in this Ordinance to the contrary notwithstanding, any money held by the Escrow Agent in trust for the payment and discharge of the Bond, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bond has become due and payable, that the Holder thereof shall no longer be able to enforce the payment thereof, the Escrow Agent shall, at the written request of the County pay such money to the County as its absolute property free from trust. The Escrow Agent shall thereupon be released and discharged with respect thereto and the Bondholder shall look only to the County for the payment of such Bond. Provided, however, the Escrow Agent shall forward to the County all moneys which remain unclaimed during a period five (5) years from a Bond Payment Date, and further provided, however, that before being required to make any such payment to the County, the Escrow Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Escrow Agent be necessary to locate the Holder or those who would take if the Holder shall have died.

Section 9.02 Severability of Invalid Provisions

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 9.03 Successors

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 9.04 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holder from time to time of the Bond. Such provisions are covenants and agreements with such Holders which the County hereby determines to be necessary and desirable for the security and payment thereof.

Section 9.05 Filing of Copies of Ordinance

Copies of this Ordinance shall be filed in the office of the Clerk to County Council and the office of the Clerk of Court for the County (as a part of the Transcript of Proceedings).

Section 9.06 Further Action by Officers of County

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which include but are not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof.

Section 9.07 Continuing Disclosure

Pursuant to Section 11-1-85 of the South Carolina Code, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (1) An annual independent audit, within thirty days of the County's receipt of the audit; and
- (2) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this Section 9.07 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in (including any repeal of) Section 11-1-85, without the consent of any Bondholder.

Section 9.08 Effective Date of this Ordinance

This Bond Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances and indexed under the general heading "Bond Issue - Not Exceeding \$1,200,000 General Obligation Bond (Keowee Fire Tax District Project), Series 2007, of Oconee County, South Carolina."

DONE in meeting duly assembled, this 6th day of February, 2007.

OCDONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council of
Oconee County, South Carolina

Attest:

Clerk to County Council
Oconee County, South Carolina

First reading:	January 2, 2007
Second reading:	January 16, 2007
Public hearing:	February 6, 2007
Third reading:	February 6, 2007

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Oconee County Council will conduct a public hearing on the proposed adoption of an Ordinance entitled "TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION TWO HUNDRED THOUSAND DOLLAR (\$1,200,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT PROJECT), SERIES 2007, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO" on February 6, 2007 in the Chambers of County Council, 415 South Pine Street, Walthalla, South Carolina 29691, at 3:00 p.m. The above-referenced Bond will be used to finance the costs of (1) constructing a new substation and (2) expanding the headquarters, both for the Keowee Fire Tax District (the "Keowee Fire Tax District") (collectively, the "Project").

For the payment of the principal of and interest on the Bond authorized by said Ordinance, there shall be pledged the full faith, credit and taxing power of Oconee County and there shall be initially levied ad valorem taxes solely within the Keowee Fire Tax District sufficient in amount to pay said principal and interest on the Bond.

At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance.

/s/

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

(FORM OF BOND)

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 GENERAL OBLIGATION BOND
 (KEOWEE FIRE TAX DISTRICT PROJECT)
 SERIES 2007

No. R-1

5 _____

INTEREST RATE **MATURITY DATE** **ORIGINAL ISSUE DATE**
 _____ April 1, _____ _____, 2007

Registered Holder:

Principal Amount: _____ DOLLAR

OCONEE COUNTY, SOUTH CAROLINA (the "County") acknowledges itself indebted and for value received hereby promises to pay as hereinafter provided, to the Registered Holder (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the office of the County, and to pay interest on such Principal Amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the County with respect to the payment of such Principal Amount shall be discharged.

This Bond bears interest from the original issue date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of this Bond's authentication. Interest on this Bond is payable on April 1 and October 1 of each year beginning April 1, 2008. The interest so payable on any April 1 or October 1 shall be payable to the person in whose name this Bond is registered at the close of business on the 15th day of the March or on the 15th day of the September next preceding such April 1 or October 1.

Principal of this Bond is payable on April 1 in each of the years and in the amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2008		2016	
2009		2017	
2010		2018	
2011		2019	
2012		2020	
2013		2021	
2014		2022	
2015			

Such payments shall be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the month immediately preceding such payment date. The principal of redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debt.

The principal amounts of this Bond maturing subsequent to April 1, 2017, shall be subject to redemption at any time at the option of the County, in whole or in part, and, if in part, in the principal amount as designated by the Council (but only in integral multiples of \$5,000), commencing April 1, 2017, at the redemption price of par, together with accrued interest to the date fixed for redemption, upon 30 days written notice to the Holder. This Bond shall cease to bear interest, and this Bond shall no longer be considered as Outstanding under the Ordinance upon the date selected for redemption, if money sufficient to pay the redemption price and accrued interest has not been paid by the County to the Holder on the redemption date, however, this Bond shall continue to bear interest until paid at the same rate as it would have borne, had it not been called for redemption, until the same shall have been paid.

This Bond is in the principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000) and issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina, including particularly the provisions of Chapter 15 of Title 4, as supplemented by Section 11-27-40, of the Code of Laws of South Carolina 1976, as amended (collectively, the "Enabling Act"), and an Ordinance duly adopted by the County Council of the County (the "Ordinance") on February 6, 2007.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk to County Council and in the office of the Clerk of Court of the County.

For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit and taxing power of the County are irrevocably pledged. This Bond is payable initially from an ad valorem tax levied within the Keowee Fire Tax District (the "Keowee Fire Tax District"), a special tax district created by the County.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except, inheritance, estate, transfer and certain franchise taxes.

The Bond is issuable only as a single, fully registered Bond in the principal amount of \$1,200,000.

This Bond is transferable, as provided in the Ordinance, only upon the books of the County kept for that purpose at its office by the Registered Holder in person or by his duly authorized attorney, upon (i) surrender of this Bond together with a written instrument of transfer satisfactory to the County duly executed by the Registered Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of like maturity, interest rate and redemption provisions and in a like aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every transfer of the Bond, the County may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State of South Carolina to exist, be performed or happen precedent to or in the issuance of the Bond in order to make the Bond the legal, valid and binding general obligation of the County in accordance with its terms, do exist, have been performed and have happened in regular and due form as required by law; and that the amount of the Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or Statutes, and that provision has been made for the allocation, on an annual basis, of sufficient tax revenues collected within the Keowee Fire Tax District to provide for the punctual payment of the principal of and interest on this Bond.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, Oconee County, South Carolina has caused this Bond to be signed in its name by the manual signature of the Chairman of County Council and the manual signature of the County Administrator, and its corporate seal to be hereunto reproduced and attested to by the manual signature of the Clerk to County Council.

(SEAL)

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

By: _____
County Administrator

Attest:

Clerk to County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the issue described in the within mentioned Ordinance.

OCONEE COUNTY, SOUTH CAROLINA, as Registrar

By: _____
Clerk to County Council

Date: _____

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____ (please print or type name and address of Transferor and Social Security or other identifying number of Transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program enlargement.

Authorized Individual or Officer

NOTICE: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

OFFICIAL NOTICE OF SALE
\$1,200,000
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT PROJECT)
SERIES 2007
OF OCONEE COUNTY, SOUTH CAROLINA

Notice is hereby given that sealed bids will be received by Oconee County, South Carolina (the "County"), for the purchase of all, but not a part, of the County's \$1,200,000 General Obligation Bond (Keowee Fire Tax District Project), Series 2007 (the "Bond"), as more fully described herein. The bids will be received at the place and until the time specified below (unless postponed as described herein):

Time: _____, 2007
12:00 Noon

Place: Oconee County
Finance Department
415 South Pine Street
Walhalla, South Carolina 29691

Delivery of Bids:

Proposals may be delivered by hand, by mail or by facsimile transmission, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed, and the County shall not be responsible for any future misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids. The County will take reasonable steps to ensure the confidentiality of all bids transmitted to it by facsimile transmission, but cannot guarantee the confidentiality of all bids transmitted by such means. No agent or employee of the County will undertake to receive proposals by means of oral communication.

Mailed Bids: All mailed bids should be enclosed in a sealed envelope marked on the outside "Proposal for Series 2007 General Obligation Bond (Keowee Fire Tax District Project)" addressed to:

Oconee County
Finance Department
415 South Pine Street
Walhalla, South Carolina 29691
Attention: Director of Administrative Services and Finance
Telephone: (864) 638-4235

Bids Sent by Hand Delivery: Hand delivery of bids will be accepted at the address set forth above.

Bids Sent by Facsimile: Bids may be sent by facsimile received at (864) 718-1022. Bids sent by facsimile transmission will be considered timely only if transmission and printing are complete by 12:00 Noon, EST, on _____, 2007. (Please be advised that there is a single fax machine connected to the number provided above. It is highly recommended that bidders call the County to confirm receipt of a bid sent via facsimile.)

Either the County Administrator or his designee will publicly open and read the bids at the time, place and date set forth above. Unless all bids are rejected, the Bond will be awarded to the bidder offering the lowest net interest cost to the County.

The Bond: The Bond will be issued as a single, fully registered Bond in the denomination of \$1,200,000, will be dated as of the date of its delivery and will mature as to principal on April 1 in the years as set forth below.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2008		2016	
2009		2017	
2010		2018	
2011		2019	
2012		2020	
2013		2021	
2014		2022	
2015			

The Bond will bear interest from the date of delivery thereof, payable April 1, 2008 and semiannually on April 1 and October 1 of each year thereafter until the Bond is paid in full.

Qualified Bond: The Bond is designated as a "qualified tax-exempt obligation" as defined in Section 268 of the Internal Revenue Code of 1986, as amended.

Project: The proceeds of the Bond will be used to finance the costs of (1) constructing a new substation and (2) renovating the existing headquarters, both for the Keowee Fire Tax District.

Security: The Bond will constitute a binding general obligation of the County. For the payment of the principal and interest thereof, as it becomes due, and to create such sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the County will be irrevocably pledged, and there will be levied and collected annually initially upon all taxable property in the Keowee Fire Tax District an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

Redemption Provisions: The principal amounts of the Bond maturing on or prior to April 1, 2017 are not subject to redemption prior to maturity. The principal amounts of the Bond maturing subsequent to April 1, 2017 shall be subject to redemption on and after April 1, 2017, at the option of the County, in whole or in part, and, if in part, in the principal amount as designated by the Council (but only in integral multiples of \$5,000), at the redemption price of par, together with accrued interest to the date fixed for redemption.

Additional Covenants and Terms: The covenants of the County with respect to the Bond are set forth in the Ordinance enacted on February 6, 2007, authorizing the issuance of the Bond (the "Bond Ordinance") which will be available from the County or Bond Counsel.

Legal Fees: The County will not be responsible for the legal fees, if any, of the purchaser.

Bid Requirements: The Bond shall be sold at a price not less than par at a single, fixed rate of interest. A bid for less than all of the Bond will not be considered. The County Administrator reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 24 hours after the time established for the receipt of the bids.

Form of Bid, Sealed Envelopes: Each bid must be on the Official Bid Form. Every bid must be unconditional and irrevocable and must be enclosed in a sealed envelope addressed to Oconee County, Attn: County Administrator, or if by facsimile with a cover page and endorsed "Bid for \$1,200,000 General Obligation Bond (Keowee Fire Tax District Project), Series 2007." Each bid must be in accordance with the terms and conditions set forth in this Official Notice of Sale.

Basis for Award: If satisfactory bids are received, the Bond will be awarded to the lowest responsible bidder by the County not later than 24 hours after the time established for the receipt of bids. The lowest bidder shall be the bidder offering to purchase the Bond at the lowest net interest cost to the County at a price not less than par. For the purpose of determining lowest net interest cost, the aggregate of interest on the Bond from the date of the Bond, which is the original issue date, until its maturity, less any sum named by way of premium, shall be determined on each bid and the smallest amount to be paid by the County shall reflect lowest net interest cost. In the event that two or more

bidders have bid the same net interest cost, the award shall be made by lot. The determination by the County of the net interest cost of each bid and the County's award of the bid will be final.

Investment Letter: The successful purchaser will be requested to execute a letter to the County in form satisfactory to Bond Counsel acknowledging among other things, that (1) an official statement or other offering material has been furnished other than this Official Notice of Sale and the exhibits and documents referenced herein; (2) the purchaser had an opportunity to make appropriate inquiries of officials of the County; (3) the purchaser is capable of evaluating the merits and risks of the purchase of the Bond; (4) the purchaser is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the Federal securities laws; and (5) the purchaser is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein.

Legal Opinion: The County shall furnish upon delivery of the Bond the final approving opinion of Haynsworth Sinkler Boyd, P.A., Greenville, South Carolina, which opinion shall be attached to the Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bond.

Delivery: The Bond will be delivered on or about _____, 2007, in Walhalla, South Carolina, at the expense of the County. The purchase price then due must be paid in federal funds or other immediately available funds.

Postponement: The County reserves the right to postpone from time to time the date established for receipt of bids. The County will communicate any such change in the sale date through the Bond Buyer Wire or the Bloomberg Wire not less than 12 hours prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Bond is postponed, any alternative sale date will be announced through the Bond Buyer Wire or the Bloomberg Wire at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed bid for the purchase of the Bond in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced through the Bond Buyer Wire or the Bloomberg Wire at the time the sale date and time are announced.

Additional Information: Persons seeking additional information should communicate with Phyllis E. Lombard, Director of Administrative Services and Finance, Orange County, South Carolina, 415 South Pine Street, Walhalla, South Carolina 29691, telephone (864) 638-4235.

/s/ J. Tom Hendricks
County Administrator
Orange County, South Carolina

Dated: _____, 2007

SUMMARY NOTICE OF SALE
\$1,200,000
GENERAL OBLIGATION BOND (KROWEE FIRE TAX DISTRICT PROJECT)
SERIES 2007
OCCONEE COUNTY, SOUTH CAROLINA

Sealed and facsimile bids will be received by Occonee County, South Carolina (the "Issuer") pursuant to the Official Notice of Sale dated _____, 2007.

Sale Date: _____, 2007

Sale Time: 12:00 Noon, Eastern Time-Zone

Bond Dated: _____, 2007

Form of Bond: One fully registered Bond in the denomination of \$1,200,000.

Interest Payments: April 1 and October 1, commencing April 1, 2008.

Maturity: Payable April 1, 2008 through April 1, 2022, inclusive.

Redemption Provisions: In whole or in part and, if in part, in the principal amount as designated by the County Council (but only in integral multiples of \$5,000), at par, on or after April 1, 2017.

Legal Opinion: Haysworth Sinkler Boyd, P.A., Greenville, South Carolina.

Official Notice of Sale: Available from Paylis E. Lombard, Director of Administrative Services and Finance, Occonee County, 415 South Pine Street, Wallhalla, South Carolina 29691, telephone (864) 638-6620.

For the payment of principal and interest on the Bonds, as it matures, the full faith, credit, and taxing power of the Issuer are pledged. The Bond is payable initially from an ad valorem tax, without limit as to rate or amount, levied in the Krowee Fire Tax District.

This Notice is given to evidence the Issuer's intent to receive bids for and award the Bond on the date stated above. Such sale may be postponed upon no less than 17 hours notice given prior to the time bids are to be received as disseminated by the Bond Buyer Wire or the Bloomberg Wire. If canceled, the sale may be thereafter rescheduled and notice of such rescheduled date of sale will be disseminated at least 48 hours prior to the time for receipt of bids by the Bond Buyer Wire or the Bloomberg Wire.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that all a majority of the membership were notified of each meeting and remained throughout the proceedings incident to the adoption of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand this 6th day of February, 2007.

Clerk to County Council of
Oconee County, South Carolina

First reading:	January 2, 2007
Second reading:	January 16, 2007
Public hearing:	February 6, 2007
Third reading:	February 6, 2007

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 6, 2007
COUNCIL MEETING TIME: 3:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Purchase Bucket Truck and Implements for Roads & Bridges Department.

BACKGROUND OR HISTORY:

The former bucket truck (\$00.03) was deemed unfit for operation by the Fleet Services Department and sold on GOVDEALS.COM for \$5,300. The bucket truck is a must for Roads & Bridges Department to trim limbs along the road right-of-way. The bucket truck has been used to cut trees for the Sheriff Department, Oconee County School District (bus routes), and in support roles for various activities with the following Departments: Facilities Maintenance, Oconee County Library System, Parks and Recreation, and Economic Development. Council did not choose to budget a replacement for the bucket truck in the 06-07 Budget.

In an effort to make do, the Roads & Bridges Department used an existing truck to create a safety platform cage to trim trees using a pole saw. In December 2006, Mr. Hendricks discovered the creation of the truck and had it dismantled by the Fleet Services Department. He asked that the Roads & Bridges Department find and present a good used bucket truck with outriggers and a minimum reach of 40' for consideration of County Council as soon as possible.

BID SOLICITATION HISTORY:

Numerous used bucket trucks were reviewed and tested by Roads & Bridges staff. Additionally, several of the bucket trucks selected by Roads & Bridges staff were reviewed by the Fleet Services Department. A 2002 International bucket truck at Truoco, Inc., of Kings Mountain, NC was selected as the best value. The Roads & Bridges and Fleet Services Department rate the vehicle as like new with a new International engine, and new paint job. A comparable new bucket truck was priced around \$95,500.

SPECIAL CONSIDERATIONS OR CONCERNS:

At this time, we have no safe way of trimming trees from the right-of-way. The other Departments that are supported by the bucket truck operations will have to rent equipment to do their work.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Waive the standard bid process and purchase a used bucket truck for \$63,500 from Truoco Inc. of Kings Mountain, NC; necessary implements for \$3,500 from Ditch Witch of the Carolinas of Charlotte, NC; and fund \$10,000 of the purchase from contingency.

FINANCIAL IMPACT:

The Bucket Truck and necessary implements will be funded from various sources:

Roads & Bridges	013-601-60224-00155	\$56,000
Economic Development	010-707-60707-00000	\$1,000
Council Contingency		\$10,000


ATTACHMENTS:

1. Photograph and Specifications of Used Bucket Truck
2. Specifications for new Bucket Truck
3. Summary of Used Bucket Trucks Reviewed
4. Specification and Justification for Implements

Submitted or Prepared By:

D. Mack Kelly, Jr., PE, PLS, CFM
County Engineer/Public Works Director

Approved for Submittal to Council:




Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

 _____ Finance Department

 _____ Grants Administration

_____ Fleet Services Department

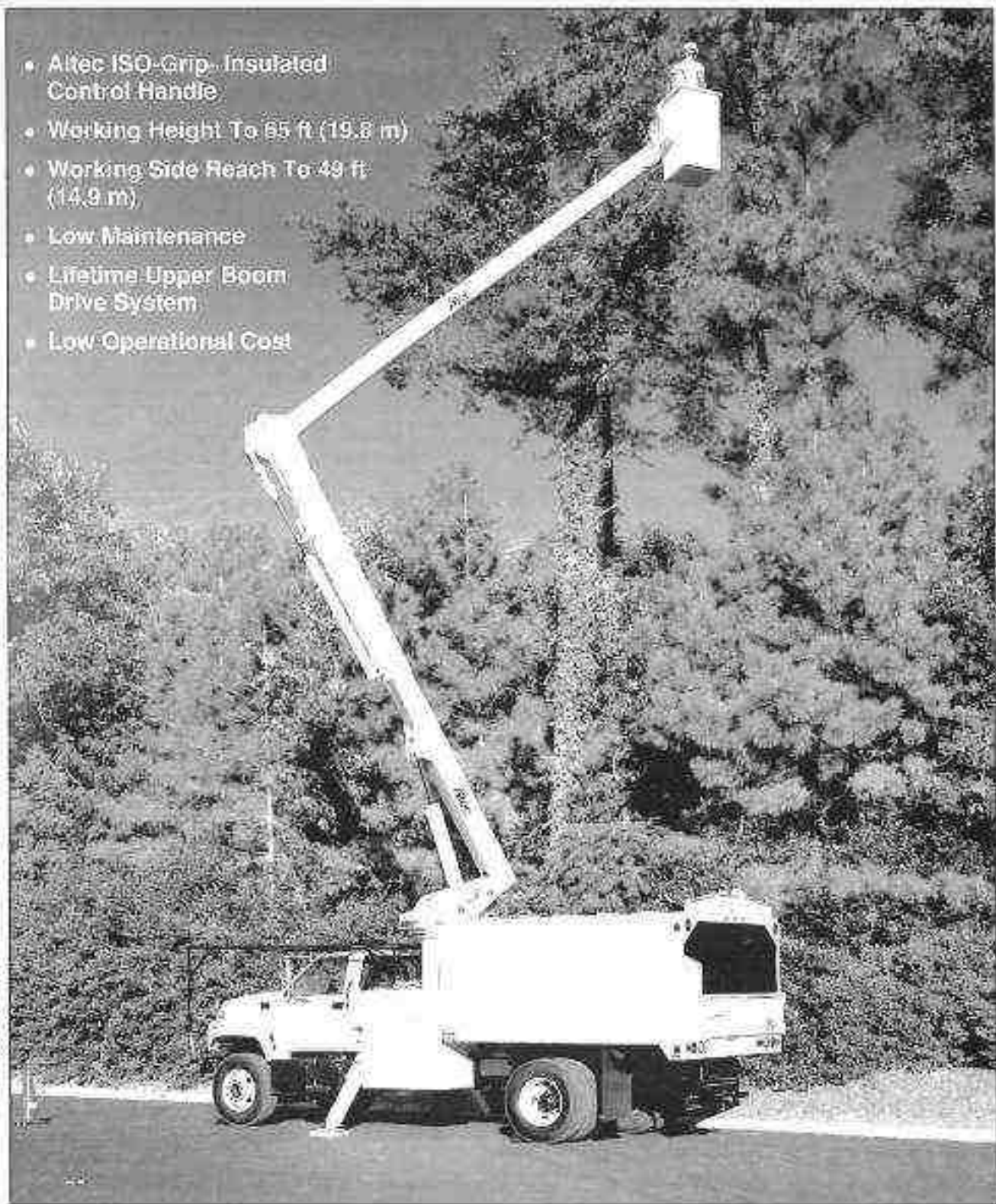
_____ Procurement Department

Clerk to Council



Altec LRV Series Overcenter Aerial Device

- Altec ISO-Grip™ Insulated Control Handle
- Working Height To 65 ft (19.8 m)
- Working Side Reach To 49 ft (14.9 m)
- Low Maintenance
- Lifetime Upper Boom Drive System
- Low Operational Cost



STANDARD FEATURES

- Altec ISO-Grip™ Insulated Control Handle
- Altec Patented Walking Link Upper Boom Drive System
- Internal Leveling System with No Required Changeout
- No Required Major Schedule Maintenance
- Insulated, ANSI Category C or B
- Optional Dual Hydraulic Tool Circuits
- Lifetime Components
- Lifetime Structural Warranty
- 58 ft (17.1 m) under - C/D Package Available
- Insulated Lower Boom Inset
- Outrigger Boom Interlock System
- Outrigger Motion Alarm
- Optional 90 Degree Platform Rotation
- Optional Automatic Upper Boom Stow System

RECOMMENDED FEATURES

- Fall Protection System
- Outrigger Pads
- Platform Liner
- Wheel Chocks

GENERAL SPECIFICATIONS

	LRV62	LRV55	LRV56	LRV58	LRV60
Ground to Bottom of Platform	52.7 ft (16.1 m)	48.7 ft (14.9 m)	55.7 ft (17.0 m)	56.1 ft (17.1 m)	60 ft (18.3 m)
Working Height*	57.7 ft (17.6 m)	50.7 ft (15.5 m)	61.7 ft (18.8 m)	65 ft (19.8 m)	65 ft (19.8 m)
Maximum Reach from Center of Rotation to End of Platform	92 ft (28 m)	84.5 ft (25.8 m)	88 ft (26.8 m)	87.5 ft (26.7 m)	90.5 ft (27.6 m)
Maximum Reach with Lower Boom at 100°	39.6 ft (12.1 m)	42.4 ft (12.9 m)	43.2 ft (13.2 m)	44.4 ft (13.5 m)	45.6 ft (13.9 m)
Reach from Height Above	12.3 ft (3.7 m)	12.8 ft (3.9 m)	2.2 ft (0.7 m)	12.5 ft (3.8 m)	12.8 ft (3.9 m)
Upper Boom Inset from Gap	14.4 ft (4.4 m)	15.4 ft (4.7 m)	18.4 ft (5.6 m)	15.4 ft (4.7 m)	16.4 ft (5.0 m)
Lower Boom Inset from Gap	15.0 ft (4.6 m)	15.0 ft (4.6 m)	15.0 ft (4.6 m)	15.0 ft (4.6 m)	15.0 ft (4.6 m)
Platform Capacity (also see Axle and Wheel) Side-mounted end motor	400 lb (181 kg)	400 lb (181 kg)	350 lb (159 kg)	350 lb (159 kg)	350 lb (159 kg)
Platform Dimensions Side-mounted end motor	24 x 24 x 28 ft 810 x 810 x 861 mm	24 x 24 x 28 ft 810 x 810 x 861 mm	24 x 24 x 30 ft 810 x 810 x 914 mm	24 x 24 x 30 ft 810 x 810 x 914 mm	24 x 24 x 30 ft 810 x 810 x 914 mm
Upper Boom Articulation	0° to 270°	0° to 270°	0° to 270°	0° to 270°	0° to 270°
Lower Boom Articulation	0° to 120°	0° to 120°	0° to 120°	0° to 120°	0° to 120°
Rotation	Continuous	Continuous	Continuous	Continuous	Continuous

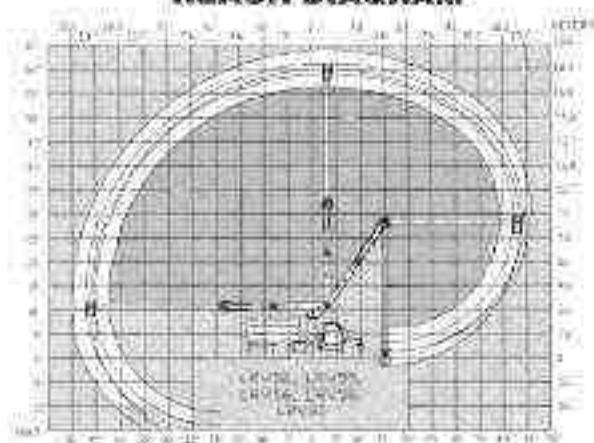
*Based on 43 inch (1093 mm) chassis frame height

Note: Parts, Devices, Materials, exceed all applicable ANSI Standards as of the date of manufacture. Altec reserves the right to improve models and change specifications without notice or obligation.



Compact With Reduced Overhang

REACH DIAGRAM



Altec Sales and Service



Manufacturing and Service Facilities Located Throughout the United States and Canada

Altec Industries, Inc.

Post Office Box 10264
Birmingham, Alabama 35202
Phone 205/991-7733
Fax 205/991-9963



Altec Industries, Inc

Creedmoor Division

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Price</u>
<u>UNIT</u>			
1.	1	#217 Altec Model LRV56 Articulating Overcenter Aerial Device, for installation behind the cab, built in accordance to Altec's standard specifications and to include the following features.	
2.	1	#395 Manual stow securing system	
3.	1	#282 Pedestal & Subbase - Configuration for forestry package (behind the cab) Pedestal and subbase welded together. One three bank valve for installation on curb side for outrigger, outrigger/unit selector and chip box, and one single bank valve for installation on street side for outrigger furnished. Outrigger valves to include outrigger motion alarm switches with WeatherPac connectors.	
4.	2	#286 Mounting Plate, Subbase accessory - Bolt on 29 x 5-inch (737 x 127 mm) plate for mounting 48 x 48 inch (1219 x 1219) compartment boxes on forestry package.	
5.	1	#241 Outriggers, Primary - flat shoe A-frame. The outrigger spread is 154 inches (3912 mm) at maximum spread.	
6.	1	#319 Category C, 46kV and below.	
7.	1	#287 Pedestal—89 inch (2261 mm) height, for behind cab mount on all brand chassis.	
8.	1	#212 Single one man side mounted, fiberglass platform with shaft-mounted controls. Platform is 24 x 24 x 39 inches high (610 x 610 x 991 mm), and is rated at 350 pounds (159 kg).	
9.	1	#330 Controls, Platform - single handle control with interlock trigger.	
10.	1	#249 Outrigger-Boom Interlock, Electric Type - for primary outriggers.	
11.	1	Outrigger Motion Alarm, provides audible signal that the outriggers are in motion.	
12.	1	#251 Platform Cover - for single, side mounted platform, soft vinyl, 24 x 24 inch (610 x 610 mm).	

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Price</u>
13.	1	#257 Platform Liner 50 kV - for single platform 24 x 24 x 39 inches (610 x 610 x 991 mm).	
14.	1	#233 Platform Liner Floor - 24 x 24 inches with safety tread (610 x 610 mm).	
15.	1	#229 Platform Step - located on outside wall. In stowed position step will be side of platform nearest the elbow.	
16.	1	#284 Tool Circuit at Boom Tip, Dual Hydraulic - dual set of Bruning HTMA quick disconnect couplings provides 5.0 - 6.0 gpm at 2,000 psi (19 to 23 lpm at 13 789 kPa). This in lieu of standard single set of quick disconnect couplings.	
17.	1	#350 Platform tilting system - mechanical pin type allows easy removal of water or debris from the platform.	
18.	1	#355 Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability.	

UNIT AND HYDRAULIC ACCESSORIES

19.	1	Hydraulic Oil and Lubricants, installed.	
20.	1	Cable shift PTO with adapter gear for manual transmission.	
21.	1	Pump, to be installed	
22.	2	Standard 19" x 19" x 2" pressure treated pine outrigger pads with handle.	
23.	1	Wheel Chocks - rubber, 10 inches long, 8 inches wide, 5 1/2 inches high (254 x 203 x 140 mm) <u>Pair of two furnished.</u>	

BODY

24.	1	Forestry Body, all components, except structural members, fabricated from A-60 galvanneal coated steel, per drawing #TBD	
		A. <u>Body</u> : Chip Dump Body 14.5 cubic yard capacity 93 inches wide x 60 inches high x 132 inches long with:	

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Price</u>
		Structural Channel stringers and floor channel. 12-gauge floor plate with (4) full length die-formed reinforcing ribs. 14 gauge sides and front with full length die-formed reinforcing ribs. 14 gauge roof. Rear top and sides of body reinforced for lower boom support. 22½ inches (571 mm) high solid tailgate hinged curbside with provision to hold open for dumping. 12 gauge rear under body skirt panels. Truck-Lite lighting package with rubber grommet shock mounts and wiring harness in automotive type loom. Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop. Street side built-in ladder compartment, 12 inches wide x 26 inches high (305 x 660 mm) with rear plastisol. Roller and internal security chain. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with rear locking door. Interior of chip body finished with coal tar epoxy. Underside of chip body undercoated (except stringer channels).	

B. Thru Box - Thru Box tool compartment 48 inches wide x 50 inches high x 93.5 inches long (1219 x 1270 x 2375 mm) with 26.5 inch (673 mm) deep curb and street side compartments with the following compartmentation:

- 14 gauge top plate
- 16 gauge side and bottom panels
- Street side – single compartment with vertical lapped doors. Left side has two (2) fixed shelves. Right side has four (4) unequal transverse compartments open to curb side. Compartment bottom 0.5-inch (12.7 mm) plywood liner partitioned for chain saw gas can and wedge storage. Security chain for chain saw provided in bottom.
- Curb side – single compartment with vertical lapped doors. Left side has four (4) unequal transverse compartments open to street side. All compartments have 0.5-inch (12.7 mm) plywood shelf liners. Top center has two (2) fixed shelves. Top right has six (6) swivel rope hooks (3-0-3).
- All grip on walking surfaces.

G. Standard features:

- Rivet door paddle locks.
- Double acting spring type door holders.
- Door paddle locks are three-point twist style with lock cylinders.
- Paint compartment interiors gray.
- Rain deflectors above and at leading edge of all doors.

25. 1 Cab Guard

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Price</u>
26.	1	Cab Guard Accessory Kit.	
27.	1	Cab Guard Access Ladder.	
28.	1	Pintle hitch assy, include safety chains eyes.	

BODY ACCESSORIES

29.	2	Splash aprons with Altec logo, installed.	
30.	1	Triangular reflector kit installed behind seat.	
31.	1	Fire extinguisher, 5 pounds, with bracket, shipped loose.	
32.	1	Pintle hook, T-100 style mounted 22-23 inches (559 - 584 mm) above ground (unloaded).	
33.	2	Outrigger Pad holders, installed.	
34.	2	Wheel chock holders, installed.	
35.	1	Front bumper assembly, installed.	
36.	1	Manual Pouch installed behind driver's side seat.	

ELECTRICAL ACCESSORIES

37.	1	Lights and reflectors in accordance with FMVSS #108 lighting package installed.	
38.	1	6-way trailer receptacle includes wiring harness installed at rear.	
39.	2	Strobe lights installed - one on cab guard streetside and one at rear corner of chip box streetside.	
40.	1	Install outrigger motion alarm in conjunction with backup alarm, at rear.	

INSTALLATION

41.	1	install Altec aerial device.	
42.	1	Mounting body and accessories.	
43.	1	Altec Aerial Device painted white with the Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant	

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Price</u>
		to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the <i>inside</i> as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.	
44	1	Painting body and accessories white with urethane enamel.	
45	1	Safety and instructional signs installed.	
46	1	Vehicle height placard is to be placed in view of the driver.	
47	1	Paint underneath black – 99A.	
48	1	Paint cab guard black – 99A.	
49	1	Ferrox applied to all walking surfaces.	
50	1	All steel parts phosphate pressure washed and prime painted.	
51	1	Test complete unit in accordance with OSHA/ANSI requirements and provide documentation.	

MISCELLANEOUS

1.	1	One (1) year parts warranty.	
2.	1	Ninety (90) days labor warranty at customer's location.	
3.	1	One (1) year labor warranty at an Altec service facility.	
4.	1	For so long as the initial purchaser owns the product, major components warranty at an Altec service facility (See Altec Limited Warranty).	

CHASSIS

2007 Ford F750 4x2 Cab and Chassis with all standard and optional equipment, including:

ABS Hydraulic split brake system
 Cummins - 215 gross HP diesel engine
 Single horizontal exhaust mounted right side
 Engine block heater 120 Volt / 750 Watt
 Dual Batteries – 12-volt Motorcraft 1250 CCA total
 130 Amp/12 Volt brush type alternator
 Fuller FS6406A, 6-speed manual transmission
 25,999 GVWR
 194" Wheelbase, 120" CA
 14" adjustment free clutch

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Price</u>
		10,000 lb capacity front axle	
		10,000 lb tapered leaf front suspension	
		21,000 lb. single speed – Spicer 21060S	
		23,500 lb Cap. multi leaf rear suspension	
		Auxiliary rubber springs, 4500 lb.	
		Axle Ratio: 4.33	
		120,000 PSI - strength single channel straight "C" frame	
		Two front tow hooks	
		45 (US) Gallon R.H. steel fuel tank	
		Air Conditioning	
		Dual stainless steel West Coast style side mirrors	
		AM/FM stereo radio with clock	
		Paint – Oxford White	
		XL trim package	
		Driver's seat – (40%), reclining, vinyl, high back with integral headrest	
		Dual occupant bench passenger seat (60%), vinyl, folding	
		(2)Goodyear 10R 22.5G Unisteel G149 RSA front tires	
		(4)Goodyear 10R 22.5G Unisteel G124 M/S rear tires	
		Steel Disc 10-Hole Hub piloted 22.5x7.5 Front wheels	
		Steel Disc 10-Hole Hub piloted 22.5x7.5 Rear wheels	

TOTAL: 95,480.00

Notes:

1. F.O.B. our plant, Creedmoor, NC
2. Prices do not include any state or local taxes
3. Altec Industries, Inc. to supply a customer approval drawing prior to production.
4. Delivery _____ days after receipt of purchase order and approved customer approval drawing.
5. This is a stock unit and is subject to prior sale.

Attachment III

Summary of Used Bucket Trucks Reviewed

Oconee County Roads & Bridges Department searched state surplus and GovDeals.com for approximately ten (10) weeks trying to find a truck that would meet the department's needs and were unable to locate anything sufficient. Four (4) different trucks specs and prices were pursued on these websites.

The Roads & Bridges Staff then began looking for private vendors who handled these bucket trucks. The first vendor was located in Chesnee, SC. Mayo Fleet Lease had the truck the department was searching for so staff from the Roads & Bridges Department and Fleet Services were sent to evaluate the truck. After doing so it was determined inadequate based on motor insufficiencies and mileage. The price for this truck was \$27,500. After this trip, more online searching continued with the help of Fleet Services investigating state surplus website and GovDeals.com. Two (2) trucks were located in Tennessee. One truck was a 1990 model with an excess of 121,000 miles and was priced at \$23,500. The second truck was a 1998 model with 42,000 miles and priced at \$49,000. Based on the amount of time that it was going to take to make the trip with Roads & Bridges Staff and Fleet Services Staff to evaluate these trucks, the department chose to look for a closer vendor before doing so. Jolly Service Company, Inc. is located in Cowpens, SC so the Roads & Bridges Staff traveled to look over a 1997 truck with 73,000 miles at a cost of \$35,500. This vehicle showed wear and needed a lot of cosmetics (painting, etc) to make it comfortable enough for Fleet Services to approve. Blue Ridge Electric was then contacted to see if they had anything available. Blue Ridge Electric said it would be at least five (5) years before anything was surplused. They gave us a contact in Kings Mountain, NC of Truoco, Inc. This company had approximately 25 trucks like the Roads & Bridges Staff were looking for. The Roads & Bridges Staff along with Fleet Services Staff made a trip to Truoco on January 26, 2007 after viewing what this company had on the internet. Roads & Bridges Staff and Fleet Services found the truck that will give Oconee County many years of service with low maintenance cost. This truck is a 2002 International with 9,400 miles that meets Roads & Bridges Department and Fleet Services requirements at a price of \$63,500.

Attachment IV Specification and Justification for Implements

After discussing necessary tree pruning tools used with bucket trucks with various local professionals, the Roads & Bridges Department decided that a hydraulic chain saw and pole saw would fit most applications. For additional safety and ease of operation quick connect/disconnect couplers were requested.

The quotes for the above specified items were requested from three different vendors. The quotes are summarized below:

1. Ditch Witch of the Carolinas	\$2,305.35
2. Altec Direct	\$2,286.78
3. American Safety Utility Corp.	\$2,474.86

Roads & Bridges staff recommends obtaining the above implements from Ditch Witch of the Carolinas for \$2,305.35. We can obtain replacement parts (bar and chain) from local parts suppliers (i.e. K-Mart, Oakway Tractor, Crabtree Western Auto) and **warranty issues are resolved in Simpsonville, SC.**

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 6, 2007
COUNCIL MEETING TIME: 3 p.m.

ITEM TITLE OR DESCRIPTION:

Cardboard Compactors, Power Units, and Receiver Containers for Solid Waste

BACKGROUND OR HISTORY:

These cardboard compactors and receiver containers will replace 40 yard open-top containers that are currently being utilized for cardboard collection at the Texcog, Five Forks, and Salem Convenience Centers. The installation of these three cardboard compactors will eliminate numerous pulls from these locations and will result in a cost savings.

BID SOLICITATION HISTORY:

In June 2006 three bids were received in response to our formal advertised Invitation to Bid for cardboard compactors, garbage compactors, and receiver containers for Solid Waste. The low bidder was Bakers Waste Equipment of Greenville, SC (Bid Tabulation attached). The next bid from RJM Manufacturing was some 15% higher than Bakers Waste Equipment.

Bakers Waste Equipment is willing to extend the 2006 bid price for this purchase (see attached letter).

SPECIAL CONSIDERATIONS OR CONCERNS:

Four of the eleven convenience centers currently have cardboard compactors. The purchase of these three additional compactors will eliminate the open top containers that are currently being utilized for the collection of cardboard and will increase the overall cost savings for the Solid Waste Department.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends waiving the formal bid procedures and award the bid to **Bakers Waste Equipment of Greenville, SC in the amount to \$51,600** for three (3) compactors and three (3) containers based on Bakers Waste Equipment honoring their 2006 pricing.

FINANCIAL IMPACT:

Funds are provided by a SCDHEC Solid Waste Grant in the amount of \$54,000 (budget code 016-718-97030-00255).

ATTACHMENTS:

1. Bid Tabulation for Bid 05-17
2. Letter from Bakers Waste

Submitted or Prepared By:

Marianne A. Dillard
Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:

Tom Hendricks
Tom Hendricks, County
Administrator

Reviewed By/ Initials:

n/a County Attorney

VHL Grants

pel Finance

Swain Still Department Swain Still
(C) Clerk to Council

Scraper County
Compactors and Containers
Solid Waste

June 7, 2008
2:50 p.m.

Approved Budget (Contract Amount) for bid item: \$85,000
Budget Code: 018-718-53810-00000

I hereby certify that to the best of my knowledge the
information on this bid is correct.
Margaret A. Bickel
Procurement Director

Bidders		Bakers Waste Equipment	RJM Manufacturing		Nu-Life Environmental Inc.		Amrick Equipment		
Address		Greenville, SC	Easley, SC		Easley, SC		Lexington, SC		
Item #	Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
A	2	Compactor Unit, 4 CY	12,700.00	25,400.00	16,840.00	33,680.00	17,517.00	35,034.00	No Bid
B	1	Compactor Unit, 3 CY	11,210.00	11,210.00	16,519.00	16,519.00	15,763.00	15,763.00	
C	5	Container closed octagon	5,960.00	29,800.00	6,180.00	30,900.00	6,200.00	31,000.00	
D	1	Container open top	4,080.00	4,080.00	4,607.00	4,607.00	4,750.00	4,750.00	
E	1	Container recycling	4,965.00	4,965.00	5,693.00	5,693.00	5,650.00	5,650.00	
F	1	Relocation of existing wells	660.00	660.00	incl in Item A		550.00	1,300.00	
G	1	Alternate 1: Pump for Sbraxer	4,400.00	4,400.00	3,839.00	3,839.00	4,130.00	4,130.00	
	3	Deduct Diamond Plate Cover for med container	(95.00)	(285.00)	do not incl in bid price		(450.00)	(1,350.00)	
		Acknowledged Addendum 1	yes		yes		yes		
		Acknowledged Addendum 2	yes		yes		yes		
		Acknowledged Addendum 3	yes		yes		yes		
		Subtotal		80,710.00		85,259.00		101,477.00	
		R.C. Sales Tax(8%)		19,967.50		3,421.85		3,746.20	
		Grand Total		100,677.50		88,680.85		105,223.20	



WASTE EQUIPMENT INC.

January 19, 2007-Changes

Mr. Swain Still
Oconee County Solid Waste
PO Box 1766
Seneca, SC 29679

Dear Swain:

It was a pleasure meeting with you and discussing your requirements in reference to waste compactors in 2007.

Based on your request, Bakers Waste Equipment is prepared to honor the 2006 contract pricing for the B-300 (3 yd) Stationary Compactors and B-40 (40 yd) Receiver Containers for an order to placed in January 2007. The pricing is based on specifications from your 2006 bid as noted below:

(3) B-300 (3 yd) Stationary Compactors (\$11,210 each)	\$33,630
(3) B-40 (40 yd) Receiver Containers (\$5990 each)	\$17,970

Sales tax "to be determined"

Shipping and Handling Charges are included in the prices.

Delivery: approx 3 weeks.

Bakers Waste Equipment is also prepared to further extend (or piggyback) our 2006 contract prices for B-400 (4yd) Stationary Compactors and B-40 (40 yd) Receiver Containers as replacements are needed during Oconee County's 2007 fiscal year. We do ask that we be allowed to notify Oconee County 60 days prior to a price change that may be a direct result of abnormal market conditions in reference to steel prices.

We certainly do appreciate the opportunity to extend our business relationship now and in the near future.

Sincerely,

Chris Burns
BWE, Inc. Director of Sales & Marketing

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 2/6/07
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

2006 Community Emergency Response Team (CERT) Grant

BACKGROUND OR HISTORY:

Oconee County Emergency Management has received CERT grants for the past two years to operate the CERT Program. We currently have 60 trained CERT volunteers.

SPECIAL CONSIDERATIONS OR CONCERNS:

This \$7000 grant is needed to continue to operate the Oconee County CERT Program.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

It is recommended that County Council approve the \$7000 grant request.

FINANCIAL IMPACT:

None. There is no match required.

ATTACHMENTS:

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, Co. Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Other VHC Grants

C: Clerk to Council

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 2/6/07
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Request of Ozaukee County Board of Disabilities (Tribble Center) for 60 tons of gravel.

BACKGROUND OR HISTORY:

Ozaukee County has had a long relationship with the Tribble Center and has furnished them with gravel, sand, etc. over the years. The Center is now in the process of building a sheltered-pavement area and are requesting approximately sixty (60) tons of crusher run to be used in the septa tank.

CONSIDERATION OR CONCERNS:

Council may want to consider this request due to the long time relationship the County has had with the Tribble Center.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council give consideration to this request.

FINANCIAL IMPACT:

Sixty (60) tons of crusher run equals \$410.00 including tax that would need to be taken from contingency funds. This would leave a balance of \$199,085 in contingency funds.

ATTACHMENTS:

Request of Tribble Center
Submitted or Prepared By:

Opal O. Green
Department Head

Reviewed By/Initials:

_____ Finance

_____ Attorney

_____ N/A _____ Other

Approved for Submittal to Council



Tom Hendricks, County Administrator



**OCONEE COUNTY BOARD OF DISABILITIES
AND SPECIAL NEEDS
TRIBBLE CENTER**

116 South Cove Road
Seneca, South Carolina 29672-6711

(864) 885-6056 FAX (864) 885-6058
mize@bellouth.net

Davis A. Rbeske
Chairman

Robert W. Lindgren
Vice-Chairman

Jerry C. Mize
Executive Director

January 22, 2007

Oconee County Council
Walhalla SC 29693

Dear Mr. Hendricks,

For many years the Oconee Disabilities and Special Needs Board (Oconee DSN), better known as the Tribble Center, has had a partnership with the Oconee County Supervisor's office. Because the Oconee DSN Board is a non-profit agency the county's assistance has helped us tremendously. Over the years the county has provided many things, including materials, equipment and labor for building and road construction projects.

Currently, the Board owns a tract of land off South Cove Road, just beyond Nalley Road, that includes a pond. The vision of the Board is to make improvements to the pond and surrounding area by building a sheltered picnic area for use by the consumers served and the civic organizations and churches that support us. Grants have been written with some success and some labor and equipment have been donated. Our request from the county is to provide more gravel (approximately 60 tons) at this site, at the bequest of Mr. Sam Thrift.)

As in the past, we would be most appreciative of your assistance with this request and would be more than happy to meet with you to discuss in detail and answer any questions you may have.

If you need additional information, please contact me. Thank you for your attention to this matter.

Sincerely,

Jerry C. Mize
Executive Director

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 6th, 2007
COUNCIL MEETING TIME: 3PM

ITEM TITLE OR DESCRIPTION:

Consideration of request for an extension of the temporary help in the Treasurer's Office.

BACKGROUND OR HISTORY:

Upon the retirement of Anne Dodd, County Treasurer, and pending the appointment of her replacement by the Governor, the office is in critical need of maintaining the current staffing level. Currently the funding for one (1) temporary employee has exhausted. The temporary employee works twenty five (25) hours a week.

SPECIAL CONSIDERATIONS OR CONCERNS:

Due to the delay in mailing the tax notice in relation to the implementation of reassessment, our office is extremely behind.

The current operating budget for the Treasurer's Office contains no excess funding to allow for a transfer of funds to support this important need.

STAFF RECOMMENDATION:

Staff recommends that council approve a transfer of \$1,700 from contingency to allow us to maintain our temporary employee through the end of March 2007.

FINANCIAL IMPACT:

Council contingency currently has a balance of \$199,495.00.

ATTACHMENTS:

Submitted or Prepared By:

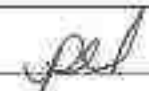

Department Head/Elected Official

Approved for Submittal to Council:


Toni Hendricks, County Administrator

Reviewed By/ Initials:

County Attorney

 _____
Finance

Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/6/07
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Adoption of Resolution 2007-01, "A RESOLUTION IN OBSERVANCE OF BLACK HISTORY MONTH"

BACKGROUND OR HISTORY:

It is the desire of Council to recognize the contributions African-Americans have made to our County, State & Nation.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Staff recommends Council consider adoption of Resolution 2007-01.

FINANCIAL IMPACT:

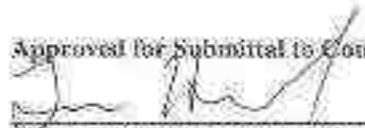
N/A

ATTACHMENTS:

Proposed Resolution
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Tom Hendricks, Administrator

Reviewed By/Initials:

_____ : County Attorney

_____ N/A _____ : Finance

_____ N/A _____ : Procurement

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2007-01

"A RESOLUTION IN OBSERVANCE OF BLACK HISTORY MONTH"

WHEREAS, it is important that we remind ourselves during Black History Month of the historical and extraordinary contributions African-Americans have made to ensure that all citizens of this great State and Nation have equal rights and justice; and

WHEREAS, African-Americans have been and continue to be selfless providers of vision and guidance to our communities, which have allowed many groups and affiliations to work together for a better South Carolina; and

WHEREAS, the Oconee County Council is greatly pleased to have this opportunity to publicly observe the month of February 2007 as *"Black History Month"* in Oconee County.

NOW THEREFORE, BE IT RESOLVED by the Oconee County Council, in session duly assembled, with a quorum present and voting:

THAT IN OBSERVANCE OF BLACK HISTORY MONTH DURING FEBRUARY 2007, THE MEMBERS OF THE OCONEE COUNTY COUNCIL RECOGNIZES THE OUTSTANDING CONTRIBUTIONS OF AFRICAN-AMERICANS THROUGHOUT THE HISTORY OF OUR COUNTY, STATE AND NATION.

APPROVED AND ADOPTED on first and final reading this 6th day of February 2007 as evidenced by the hand of the Council Chair and attested by the Clerk to Council.

Marion F. Lyics, Chair
Oconee County Council

Attest:

Opa O. Green
Clerk to Council

Administrator's Report February 6, 2007

1. New DSS Building progress report
2. Request from City of Walhalla for Steel Beams
3. Request from Maxie Duke for pews from old Court House
4. Request from Treasurer for \$3,000 from Council Contingency for overtime
5. Request for executive session (personnel issues)

received
1-19-07 SM

306 North Catherine St.
Walhalla, SC 29691
January 19, 2007

Mr. Tom Hendrix
Acting Supervisor
South Pine Street Complex
Walhalla, SC 29691

Dear Mr. Hendrix:

I have tried to reach you by phone and e-mail, so am taking this route. Please respond.

A group of Oconee citizens are interested in moving the old St. John's Episcopal Church building on to the City of Walhalla property which has been determined and which the City has approved.

The church pews have all been removed with the exception of one.

The question is: What will happen to the pews in the old Court House? Would any of them be available for use in this building we are going to restore? I am not sure how many pews we would need, but probably 15-20.

If there is a possibility of our being able to use some of the pews out of the Court House, please let me know so that we will not go to the extra expense of having pews built.

Thank you for your prompt attention to this matter.

Sincerely,

Maxie W. Duke

Maxie W. Duke, Chair
Save Our Church

1-19-07

Tom -

She has only called
once (on 1-18 @ 12:58) &
did not leave reason for
call ...

SM

City of Wailhalla
216 North Church Street
Post Office Box 1099
Wailhalla, South Carolina 29691

(864) 638-4343

Fax (864) 638-4357

received
1-30-07 SW

January 30, 2007

Mr. Tom Hendricks
Oconee County Administrator
415 South Pine Street
Wailhalla, South Carolina 29691

Dear Mr. Hendricks:

The City of Wailhalla would like to request four (4) 27" H x 54" L bridge beams. These beams will be used to build a bridge across the creek to connect the two properties at Sertoma Field.

If you have any questions, please feel free to contact me.

Sincerely,


Lamar Bailey
Mayor of Wailhalla

Cc: City Council

OCONEE COUNTY, SOUTH CAROLINA

Oconee County Treasurer
Gregorie W. Nowell

TO: Mr. Tom Handricks
FROM: Gregorie W. Nowell
DATE: February 2, 2007
SUBJECT: Overtime Funds

Due to the delay in mailing the tax notices and the heavy workload for this time of year in the Treasurer's Office there has been a need to work extra. To date we have a balance of \$249.96 in our overtime funds budgeted for 2006/2007 based on a email from Ladale Price (attached).

There is a need to continue working additional overtime hours in order to have the notices posted in a more timely manner. We respectfully request an additional \$3000.00.

Gregorie W. Nowell TREAS