

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, DECEMBER 18, 2001
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments Regarding Proposed Ordinance 2001-20, "AN ORDINANCE TO REGULATE SEXUALLY ORIENTED BUSINESSES WITHIN THE UNINCORPORATED ARTAS OF OCONEE COUNTY"
5. Consideration of Third & Final Reading of Ordinance 2001-20 (Titled Above)
6. Approval of Resolution 2001-34, "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND COMPACT AIR PRODUCTS, I.L.C WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE-IN-LIEU OF TAX AGREEMENT(S) FOR A PROJECT(S) INVOLVING NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000) INVESTMENT" - Mr. Wesley Crum, Board Counsel
7. Presentation of Plan for Preservation of Rock Building - Mr. Jan S. Hadley, President, Outdoor Woodcraft, Inc.
8. Discussion of Oconee County Flag Design - Mr. Luther Lyles
9. Second Reading of Ordinance 2001-12, "OCONEE COUNTY REDISTRICTING ORDINANCE" - Mrs. Joy Brooks, Registrations & Elections Director
10. First Reading of Ordinance 2001-23, "AN ORDINANCE TO AMEND ORDINANCE 99-15, AN ORDINANCE SETTING FORTH THE SUBSTANCE ABUSE POLICY AND PROCEDURE FOR OCONEE COUNTY" - Mr. David Mahn, Risk Manager

11. (a) Consideration of Acceptance of Revised FY 2002 EMS Grant-in Aid from DHEC
- (b) Consideration of Acceptance of FY 2002 HMEP Planning Grant
- (c) Consideration of Acceptance of FY 2000 Regional Planning Grant – Ms. Melissa Brown, Budget/Grants Supervisor
12. Consideration of Bids for Radio Equipment for Rural Fire – Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Procurement Director
13. Consideration of Bids for Blower Flare Unit for Seneca Landfill – Ms. Melissa Grant, Solid Waste Director, Mr. Robert Banks, County Engineer, Ms. Marianne Dillard, Procurement Director & Mr. Alan Pope, Goldie & Associates
14. Third & Final Reading of Ordinance 2001-22, "AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY POLICY & PROCEDURE MANUAL, AS AMENDED BY ORDINANCE 2001-11 & 2001-16"
15. Old Business
16. New Business
17. Public Comment Session (Not to exceed thirty minutes)
18. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk.

MEMBERS, OCONEE COUNTY COUNCIL

Vacant, District I - Mr. Kenneth E. Johns, Jr., District II
Mr. Harry R. Hamilton, District III - Mr. Marion E. Lyles, District IV
Mr. H. Frank Ables, Jr., District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, December 18, 2001 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with Mr. Ables, Mr. Lyles, Mr. Johns and the County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, WPEK Radio & Daily Journal.

Members of the press present: Dick Mangrum - WGOG Radio, Dave Williams - Anderson Independent & Amanda Rylander - Daily Journal.

Call to Order:

In the absence of Supervisor-Chair Hughes, Mr. Ables, Vice Chair called the meeting to order.

Invocation:

Mr. Johns gave the invocation.

Minutes:

Mr. Lyles made a motion, seconded by Mr. Johns, approved 3 - 0 that the minutes of the December 4, 2001 meeting be adopted as printed.

Public Hearing Regarding Ordinance 2001-20:

At this time, the Oconee County Council held a public hearing to receive written and/or oral comments regarding Ordinance 2001-20, "AN ORDINANCE TO REGULATE SEXUALLY ORIENTED BUSINESSES WITHIN THE UNINCORPORATED AREAS OF OCONEE COUNTY"

Upon recommendation of Mr. Norton, County Attorney, Mr. Ables made a motion, seconded by Mr. Johns, approved 3 - 0 that this ordinance be referred back to the Planning Commission as the consultant hired by the county to review the ordinance has recommended some changes in the ordinance.

Rock Building:

Mr. & Mrs. Jan Hadley made the attached presentation regarding the preservation of the Rock Building. After a brief discussion, Mr. Ables assigned this matter to the Purchasing, Contracting, Real Estate, Building & Grounds Committee for a recommendation.

Purchasing, Contracting, Real Estate, Building & Grounds Committee Meeting:

The Purchasing, Contracting, Real Estate, Building & Grounds Committee scheduled a meeting Tuesday, June 8, 2002 at 7:00 PM to discuss this matter.

County Flag Presentation:

Mr. Luther Lyles presented the attached proposed Oconee County Flag design to Council. After a brief discussion, Mr. Ables assigned this matter to the Personnel & Intergovernmental Committee for a recommendation.

Ordinance 2001-12:

Mr. Johns made a motion, seconded by Mr. Lyles, approved 3 – 0 that Ordinance 2001-12, "OCONEE COUNTY REDISTRICTING ORDINANCE" be adopted on second reading.

Council scheduled a public hearing to receive written and/or oral comments regarding this ordinance January 15, 2002 at 7:00 PM in Council Chambers.

Ordinance 2001-23:

Mr. Johns made a motion, seconded by Mr. Lyles, approved 3 – 0 that Ordinance 2001-23, "AN ORDINANCE TO AMEND ORDINANCE 99-15, AN ORDINANCE SETTING FORTH THE SUBSTANCE ABUSE POLICY & PROCEDURE FOR OCONEE COUNTY" be adopted on first reading.

Mr. Ables assigned this matter to the Personnel & Intergovernmental Committee for a recommendation.

EMS Grant:

Upon recommendation of Mrs. Melissa Brown, Budget/Grants Supervisor, Mr. Ables made a motion, seconded by Mr. Lyles, approved 3 – 0 that the attached revised EMS Grant in the amount of \$25,062 be adopted.

Planning Grant:

Upon recommendation of Mrs. Brown, Mr. Lyles made a motion, seconded by Mr. Johns, approved 3 - 0 that the attached FY 2002 HMEP Planning Grant in the amount of \$1,000 be adopted.

Regional Planning Grant:

Also, upon recommendation of Mrs. Brown, Mr. Johns made a motion, seconded by Mr. Lyles, approved 3 - 0 that the attached FY 2000 Planning Grant in the amount of \$50,000 be adopted.

Rural Fire:

Upon recommendation of Mr. Bobby Williams, Chairman, Rural Fire Commission & Mrs. Ann Albertson, Senior Buyer, Procurement Department, Mr. Lyles made a motion, seconded by Mr. Johns, approved 3 - 0 that the bid for radio equipment for Rural Fire be awarded to D E Racing Radios/Diver who was low bid at \$25,196. (See attached bid sheet)

Solid Waste:

Upon recommendation of Mr. Alan Pope, Goldie & Associates, Mr. Robert Banks, County Engineer & Mrs. Albertson, Mr. Lyles made a motion, seconded by Mr. Johns, approved 3 - 0 that the bid for a blower flare for the Seneca Landfill be awarded to LFG&E International who was low bid at \$41,757.45. (See attached bid sheet)

Ordinance 2001-22:

Mr. Lyles made a motion, seconded by Mr. Johns, approved 3 - 0 that Ordinance 2001-22, AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY POLICY & PROCEDURE MANUAL AS AMENDED BY ORDINANCE 2001-11 & 2001-16" be adopted on third and final reading.

Budget & Finance Committee Meeting:

The Oconee County Budget & Finance Committee scheduled a meeting January 15, 2002 immediately following the regular Council Meeting for the purpose of discussing Governmental Accounting Standards.

Industrial Park Property:

Upon recommendation of Mr. Brad Norton, County Attorney, Mr. Johns made a motion, seconded by Mr. Lyles, approved 3 - 0 that the county purchase acreage on Highway 11 for an industrial park.

Library:

Upon recommendation of the Purchasing, Contracting, Real Estate, Building & Grounds Committee, Council voted unanimously to accept the draft plan for upgrading the Oconee County Library System.

January 1, 2002 Meeting:

Mr. Ables made a motion, seconded by Mr. Lyles, approved 3 - 0 that the regularly scheduled Council Meeting to be held on January 1, 2002 be rescheduled to January 8, 2002 at 5:00 PM.

Mountain Bay Park:

Mr. Ables made a motion, seconded by Mr. Lyles, approved 3 - 0 that the County send the Corps of Engineers a letter informing them that Oconee County intends to abandon Mountain Bay Park.

Proposal for Rock Building:

Ms. Susie Cornelius presented the attached proposal to Council for preservation of the Rock Building. Mr. Ables referred this proposal to the Purchasing, Contracting, Real Estate, Building & Grounds Committee for a recommendation.

Public Comment Session:

Mr. William Warther addressed Council regarding the recent reassessment. (See attached comments)

Mr. B. J. Littleron addressed Council regarding several issues such as a cut off time for agenda items, the reassessment, and other recent actions of Council.

Adjourn:

Adjourn 6:30 PM

Respectfully Submitted:

Opal O. Green
Opal O. Green
Council Clerk

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND COMPACT AIR PRODUCTS, LLC WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE-IN-LIEU OF TAX AGREEMENT(S) FOR A PROJECT(S) INVOLVING NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties (which such properties constitute a "project" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such a project; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, subject to compliance with the Home Rule Act, the County is authorized by the Act to execute a fee agreement, as defined in the Act, with respect to such projects; and

WHEREAS, Compact Air Products, LLC, a limited liability company (the "Company"), has requested the County to participate in executing an Inducement Agreement, a Millage Rate Agreement, and a Fee-In-Lieu of Tax Agreement in the form of a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease and construction certain land, buildings, machinery, apparatus, and equipment, for the purpose of a manufacturing facility which will manufacture pneumatic equipment and devices (the "Project"), all as more fully set forth in the Inducement Agreement attached hereto; and

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

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

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

Section 1. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of County Council is hereby authorized and directed to attest the same; and the Chairman of the County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 2. As provided in the Inducement Agreement, pursuant to the authority of the Act and for the purpose of authorizing a fee-in-lieu of tax agreement (as described in the Act) for the Project, the County intends to authorize and execute a fee agreement between the County and the Company, as such term is defined in the Act, pertaining to the Project involving investment in the principal amount of not less than Five Million Dollars (\$5,000,000) (the "Fee Agreement").

Section 3. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company and the form, details, and maturity provisions, if any, of the Fee Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 4. Notwithstanding anything in this Resolution to the contrary, the execution and delivery by the County of the Fee Agreement are subject to compliance by the County with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions, and to the actual adoption of such ordinances and resolutions.

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

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

Done in meeting duly assembled this 13th day of December, 2001

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Ana H. Hughes, Supervisor/Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Compact Air Products, LLC, a limited liability company (the "Company").

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

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

- (a) The County is authorized and empowered by the provisions of Title 13, Chapter 44, Code of Laws of South Carolina, 1976 (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company, as such term is defined in the Act, is considering acquiring by purchase, lease and construction facilities and capabilities to be used for manufacturing pneumatic equipment and devices (the "Project") in the County. The Project would involve an investment of at least Five Million Dollars (\$5,000,000) within the meaning of the Act.
- (c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by the Act.
- (d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of

the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs, and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

Subject to the general provisions contained in Article IV hereof, the County agrees as follows:

Section 2.1. The Project will represent an investment in an aggregate principal amount of not less than Five Million Dollars (\$5,000,000). The Project will be constructed or installed by the Company on the sites now owned, leased or hereafter acquired by the Company. The Fee Agreement will contain suitable provisions for acquisition and construction of the Project by the Company at the completion or earlier termination of the Fee Agreement.

Section 2.2. The terms and provisions of the Fee Agreement by and between the County and the Company, shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

- (a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act.
- (b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.
- (c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.
- (d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses or attorney's fees incurred by them and for any claim of loss suffered or damage to property or any injury or death of any person occurring in

connection with the planning, design, acquisition, construction and carrying out of the Project, including without limitation any environmental liability.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement, the annual capital investments made under the Fee Agreement for the first five years, and any amendments or supplements to the Fee Agreement to the extent permitted by law. The amounts of such payments shall be determined by using an assessment ratio of 6.6%, a millage rate based on the June 30, 2001 millage rate, which millage rate shall remain fixed for the duration of the Fee Agreement, and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(g) The County and the Company agree that the Company may purchase replacement property which replacement property will be included into the fee to the full extent allowed pursuant to the Act.

Section 2.3. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.4 The County Council agrees that this is a Millage Rate Agreement providing the Company with the millage rate legally levied and applicable on June 30, 2001, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1 Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project and be entitled to subject the constructed or acquired property to the Fee Agreement.

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

Section 3.3 If the Project proceeds as contemplated, the Company and the Sponsors, if applicable, further agree as follows:

(a) To enter into the Fee Agreement, under the terms of which it will obligate itself to pay to the County sums sufficient to pay payments in lieu of tax in accordance with Section 2.2(e) hereof, to the extent and when the same may become due and payable with the Fee Agreement to be in form and to contain such provisions, consistent with those set forth in Section 2.2 hereof as shall be satisfactory to the County and to the Company;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including without limitation its reasonable attorneys fees;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project, including without limitation any environmental liability. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including without limitation its reasonable attorney's fees. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Five Million Dollars (\$5,000,000) in the Project by December 31 of the fifth year subsequent to the year in which the Fee Agreement is executed.

ARTICLE IV
GENERAL PROVISIONS

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

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

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2002 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

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

(b) The Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the request or direction of the Company in connection with the Project; and

(c) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and Counsel for the County incurred in connection with this Agreement, the Project and the execution of the Fee Agreement, including fees for legal services related to the Project and the preparation of the Fee Agreement and this Agreement.

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

Section 4.5. To the maximum extent allowable under the Act, the Company and the Sponsors, if applicable, may with the prior consent of the County, assign (including without limitation, absolute, collateral, and other assignments) all or a part of its rights and/or obligations under this Agreement, the Fee Agreement, or any other agreement related hereto or thereto, to one or more other entities without adversely affecting the benefits to the Company or its assignees pursuant to any such agreement or the Act.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Anni H. Hughes, Supervisor/Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

Date: December 18, 2001

COMPACT AIR PRODUCTS, LLC

By: _____

Its:

Date: _____



Outdoor Woodcraft, Inc.

LEISURE STRUCTURES WITH CHARACTER
380 BRIDGEPORT DRIVE
WEST UNION, SC 29686

JAN S. HADLEY
PRESIDENT

TELEPHONE
(854) 938-0229

OC Council

12/11/01

December 11, 2001

Oconee County Council;
415 South Pine Street
Walhalla, SC 29691

Dear Council:

In an effort to save and preserve the structure known as the "rock building," I am making the following proposal for the consideration of the Oconee County Council:

I plan to establish the Oconee County Rock Building (501C(3)) Trust with myself as administrator. The trust would be capitalized with a mortgage personally guaranteed by me. I ask Oconee County to deed the "rock building" to this trust which would use the capital provided to retain my company, Outdoor Woodcraft, Inc., to effect the restoration of the building. The building would be renovated/restored/remodeled to create a foyer for the display of rock building historical photographs and documents, six professional offices (four upstairs, two downstairs), and a snack bar on the first floor. As administrator, I would use the rent of these spaces to pay my salary that would be used to pay the mortgage, legal fees, and costs of maintenance/upkeep.

The interior/exterior restoration/remodeling would begin within 30 days of the building being vacated and/or transfer of the deed and continue without interruption until completed. I estimate the construction time to be six to eight months.

The end result would be the conservation and restoration of this historical building that would be owned by a tax-exempt trust.

In appreciation of your consideration, I am,

Sincerely,

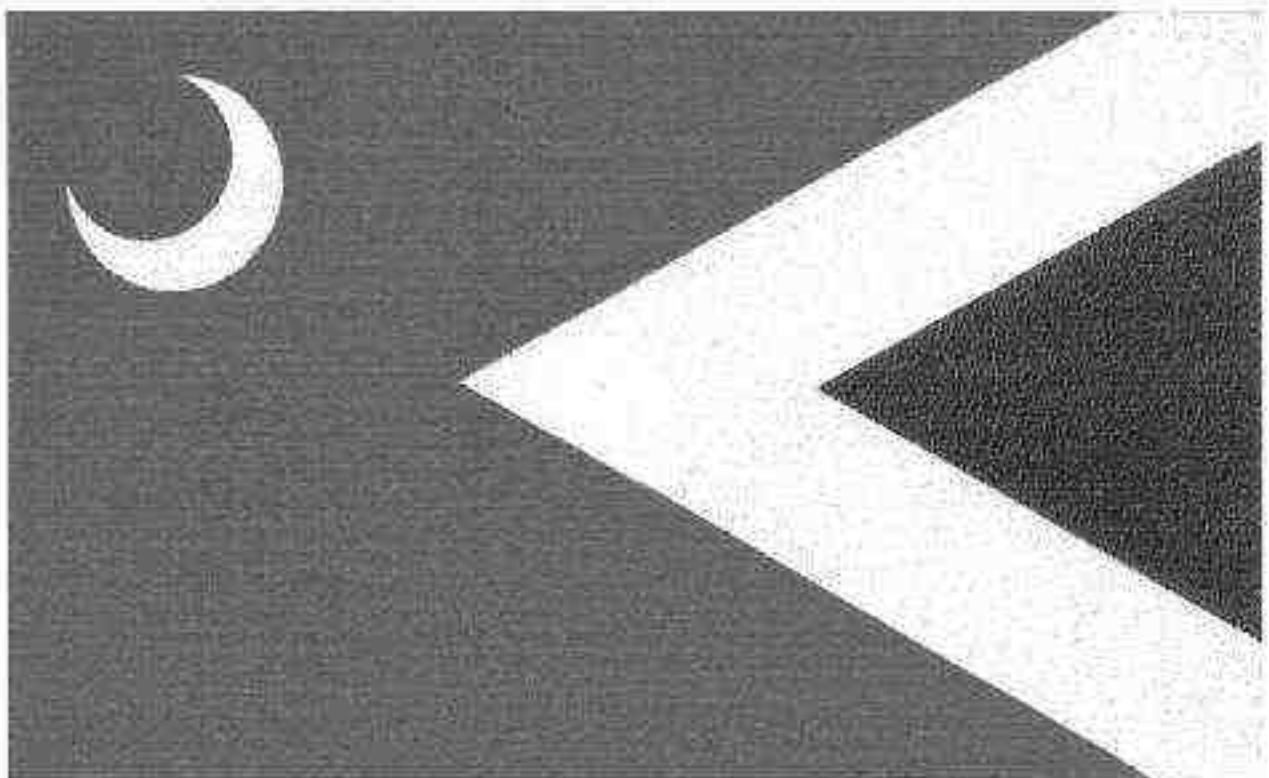
Jan S. Hadley, President
Outdoor Woodcraft, Inc.

JSH/mth

Oconee County flag design proposal: by Luther Lyle

I wanted the colors of our Oconee flag to be distinctly American, so I used red, white, and blue. I also wanted to identify the flag with South Carolina, so I incorporated the crescent moon of our state flag into the design.

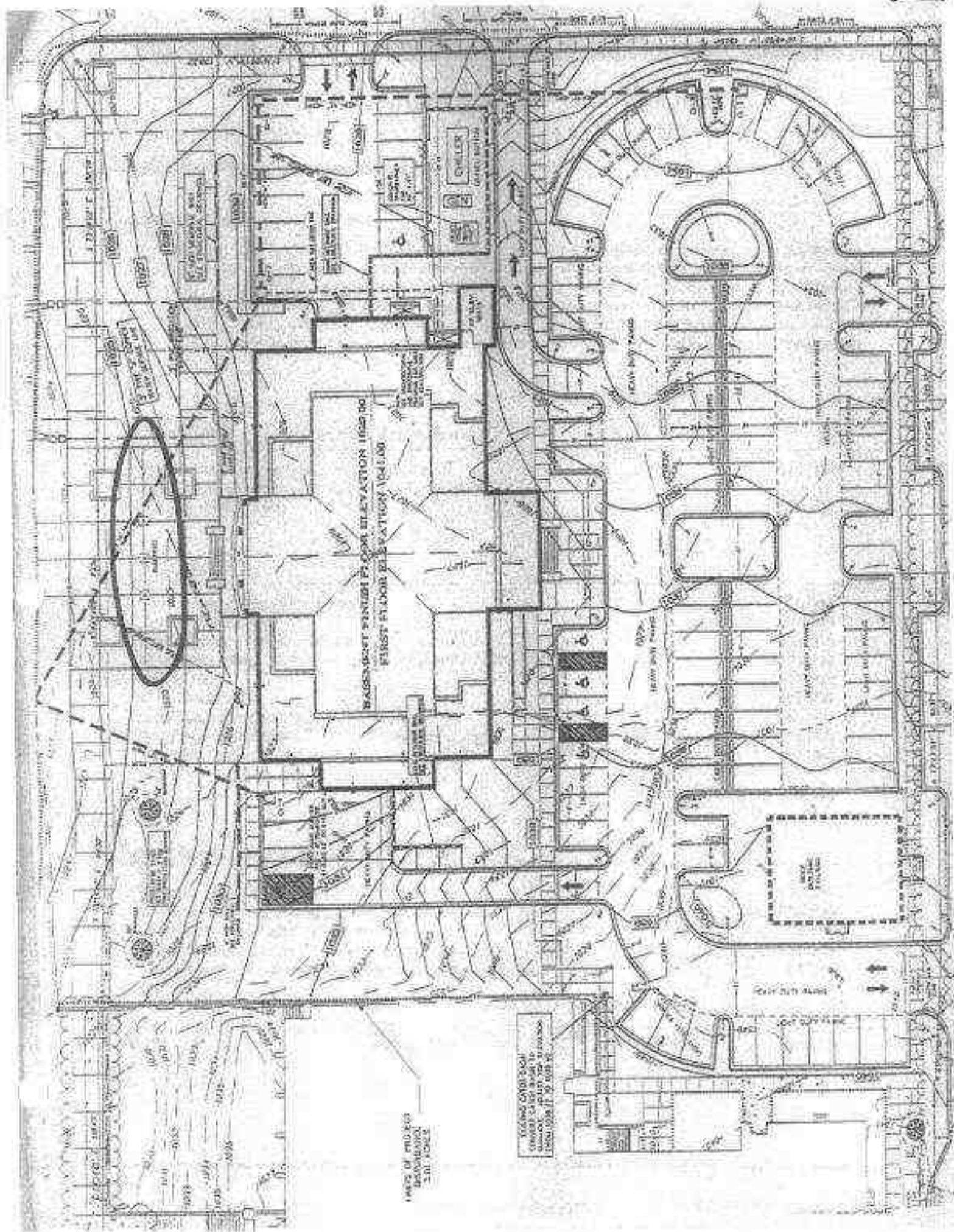
The triangle represents Oconee County, because our county is shaped basically like a triangle. The blue color of the triangle symbolizes our mountains and lakes. The white borders on two sides of the triangle represent our state/county border with North Carolina and Georgia.





COSOONEE COUNTY

SOUTH CAROLINA



BASEMENT FINISH FLOOR ELEVATION 1004.00
 FIRST FLOOR ELEVATION 1004.00

MEASUREMENTS OF PROJECT
 DIMENSIONS IN FEET AND INCHES
 DIMENSIONS IN METERS

MEASUREMENTS OF PROJECT
 DIMENSIONS IN FEET AND INCHES
 DIMENSIONS IN METERS

MEASUREMENTS OF PROJECT
 DIMENSIONS IN FEET AND INCHES
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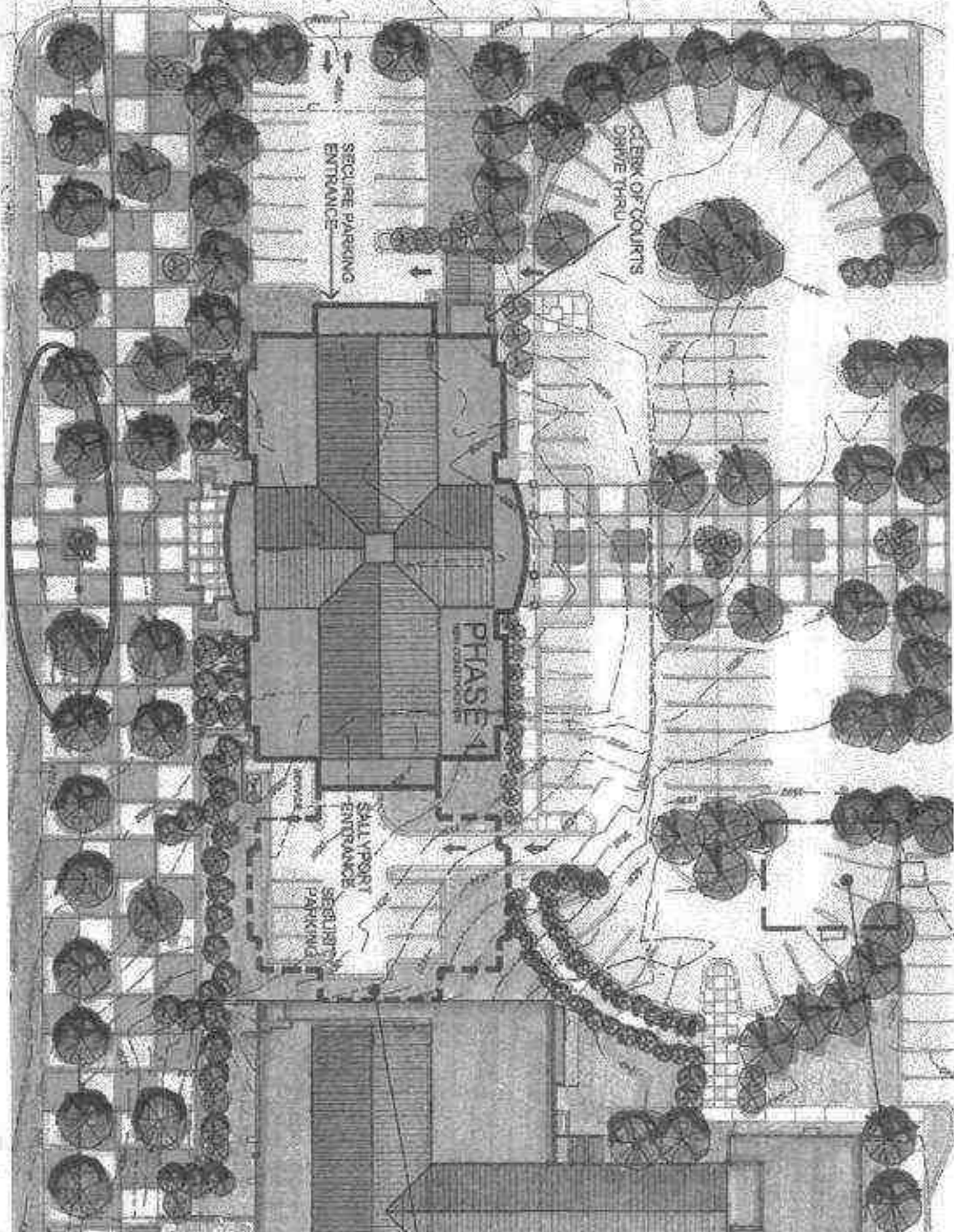
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MEASUREMENTS OF PROJECT
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MEASUREMENTS OF PROJECT
 DIMENSIONS IN FEET AND INCHES
 DIMENSIONS IN METERS

S. TUGALOO ST.

2

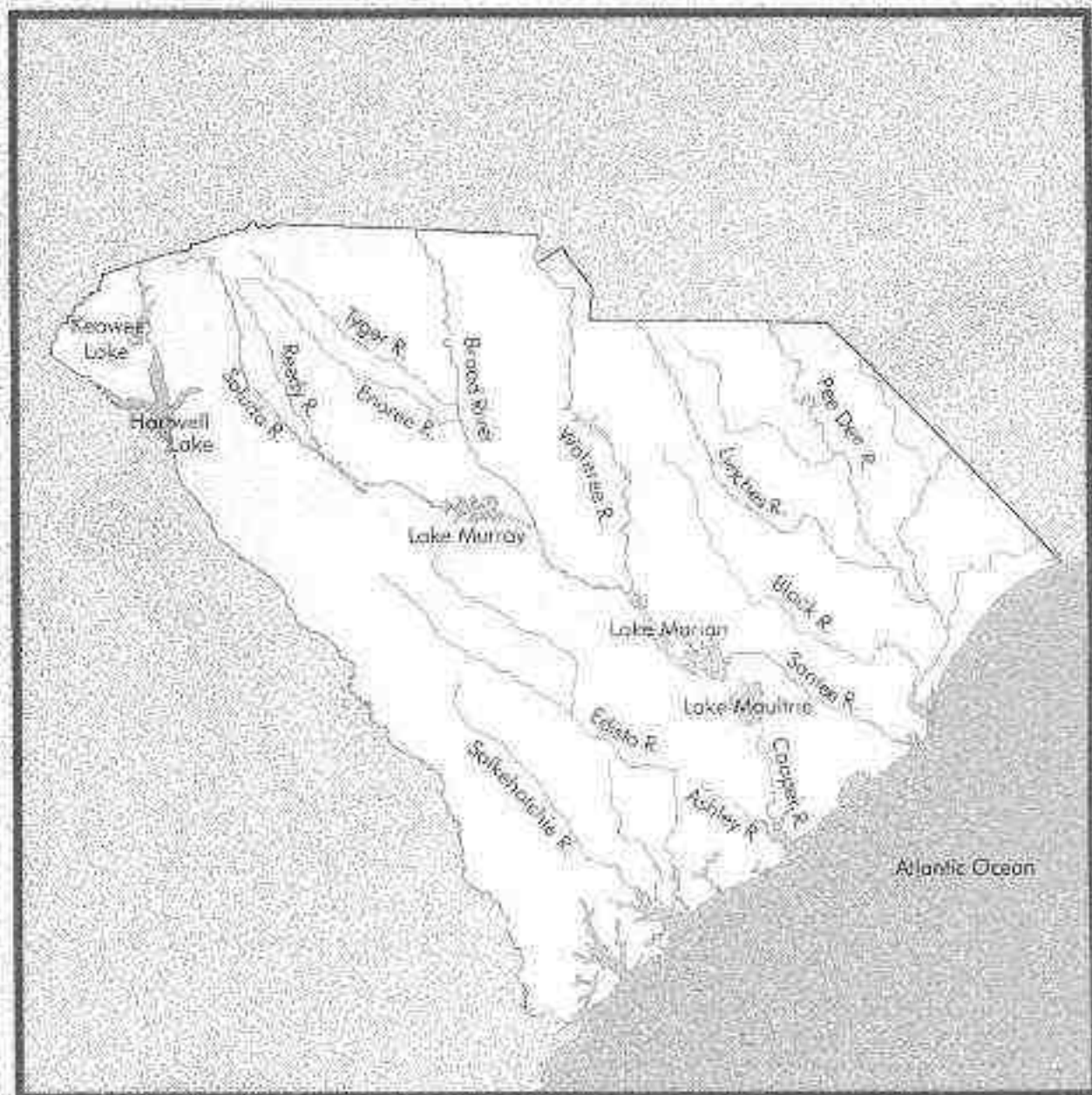




Sergeant Jasper raised the flag of South Carolina at Sullivan's Island after the British shot it down during the Revolutionary War.

SOUTH CAROLINA ATLAS

**SOUTH CAROLINA
RIVERS AND LAKES**



4

THE 5 BASIC PRINCIPLES OF FLAG DESIGN

1. Keep It Simple

The flag should be so simple that a child can draw it from memory...

2. Use Meaningful Symbolism

The flag's images, colors, or patterns should relate to what it symbolizes...

3. Use 2–3 Basic Colors

Limit the number of colors on the flag to three, which contrast well and come from the standard color set...

4. No Lettering or Seals

Never use writing of any kind or an organization's seal...

5. Be Distinctive or Be Related

Avoid duplicating other flags, but use similarities to show connections...

10 BEST

1. New Mexico



6. Arizona



2. Texas



7. Puerto Rico



3. Quebec



8. District of Columbia



4. Maryland



9. Marshall Islands



5. Alaska



10. South Carolina

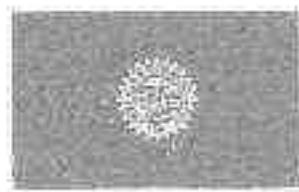


10 WORST

63. New Hampshire



68. South Dakota



64. Idaho



69. Kansas



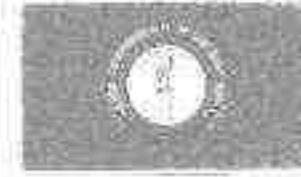
65. Wisconsin



70. Montana



66. Kentucky



71. Nebraska



67. Minnesota



72. Georgia



MEMORANDUM

TO: COUNCIL MEMBERS

FROM: OPAL

SUBJECT: REAPPORTIONMENT ORDINANCE

DATE: 12/19/03

ATTACHED PLEASE FIND A CORRECTED COPY OF THE REAPPORTIONMENT ORDINANCE. MR. BROCK TELLS ME WE NEED TO LEAVE THE DISTRICT DESCRIPTIONS OUT OF THE ORDINANCE AS DISTRICT LINES CAN BE CHANGED DURING THE TEN YEARS BEFORE THE NEXT CENSUS.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2001-12

TITLE: "AN ORDINANCE ADOPTING A REAPPORTIONMENT PLAN FOR OCONEE COUNTY COUNCIL SINGLE-MEMBER DISTRICTS AND REPEALING OCONEE COUNTY ORDINANCE 91-11"

PREAMBLE:

WHEREAS, SC Code Ann., Section 19-90 (1986), requires that single-member election districts for County Council Members be reapportioned as to population by the County Council within a reasonable time prior to the next scheduled general election which follows the adoption by the State of South Carolina of each federal decennial census; and

WHEREAS, the State of South Carolina has now adopted the federal decennial census conducted for the Year 2000 showing Oconee County, South Carolina to have a total population of 66,139 persons; and

WHEREAS, the next scheduled general election following the adoption of the 2000 census is to be held in November, 2002; and

WHEREAS, the Oconee County Council desires to reapportion each of its five (5) single-member Council Districts based upon the 2000 census as required;

NOW THEREFORE, the Oconee County Council in session duly assembled, declares and orders on third and final reading the following reapportionment plan for Oconee County Council:

SECTION I:
NUMBER OF DISTRICTS

Oconee County, South Carolina, shall be divided into five (5) single-member election districts for County Council Members.

SECTION II:
DESCRIPTION OF THE SINGLE-MEMBER COUNCIL DISTRICTS

The five (5) single-member County Council Districts shall hereafter be delineated as follows:

- (A) County Council District Number One (1) shall contain a total population of 13,424 persons and shall consist of the Voter Precincts and Voter Populations as follows:

VOTER DISTRICT PRECINCT

Keowee
Long Creek
Madison
Mountain Rest
Salem

Tucasseo
Stamp Creek
Portion of Walhalla

- (B) County Council District Number Two (2) shall contain a total population of 12,948 persons and shall consist of the Voter Precincts and Voter Tabulation Districts as follows:

VOTER DISTRICT/PRECINCT

Portion of Seneca
Portion of Walhalla (Except those assigned to Districts One and Four)
West Union

- (C) County Council District Number Three (3) shall contain a total population of 13,338 persons and shall consist of the Voter Precincts and Voter Tabulation Districts as follows:

VOTER DISTRICT/PRECINCT

Portion of Seneca
Ulica

- (D) County Council District Four (4) shall contain a total population of 17,387 persons and shall consist of the Voter Precincts and Voter Districts as follows:

VOTER DISTRICT/PRECINCT

Holly Springs
Oakway
Return
Richland
Portion of Walhalla
Westminster

- (E) County Council District Number Five (5) shall contain a total population of 13,124 persons and shall consist of the Voter Precincts and Voter Districts as follows:

VOTER DISTRICT/PRECINCT

Earles Grove
Fair Play
Friendship
Newry-Counth
Ravine
Search
South Union
Tokersa-Province

Population Summary Report by District

Thursday December 8, 2001

2:09 PM

District 1

Population

Oconee County

VTD 1

Tract 030100

Blocks: 1011 , 1013 , 1014 , 1028 , 1053 , 1054 , 1055 ,	
1997 , 2000 , 2001 , 2002 , 2003 , 2004 , 2005 ,	
2006 , 2007 , 2008 , 2009 , 2010 , 2011 , 2012 ,	
2013 , 2014 , 2018 , 2025 , 2026 , 2028 , 2029 ,	
2030 , 2031 , 2032 , 2037 , 2038 , 2039 , 2075 ,	
2076 , 2077 , 2078 , 2079 , 2080 , 2997 , 2999 ,	393

VTD 1 Subtotal	393
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VTD 10	228
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VTD 15	1271
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VTD 16	949
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VTD 17

Tract 031100

Blocks: 3002 , 3003 , 3045 , 3999 ,	28
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VTD 17 Subtotal	28
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VTD 2	83
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VTD 3	1007
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VTD 33	2234
VTD 4	494
VTD 5	1575
VTD 6	1761
VTD 7	327
VTD 8		
Tract 030100		
Blocks:	1015 , 1016 , 1017 , 1018 , 1019 , 1020 , 1021 ,	
	1022 , 1023 , 1024 , 1025 , 1026 , 1027 , 1035 ,	
	1036 , 1037 , 1038 , 1039 , 1040 , 1996 ,	.....
		570
Tract 030400		
Blocks:	3016 , 3017 , 3018 , 3019 , 3020 , 3021 , 3022 ,	
	3023 , 3024 , 3025 , 3026 , 3027 , 3028 , 3029 ,	
	3030 , 3031 , 3032 , 3033 , 3034 , 3035 , 3056 ,	
	3057 ,	.....
		571
VTD 8 Subtotal	.....	1141
VTD 8:	.....	1929
Oconee County Subtotal	.....	13424
District 1 Total	.....	13424
PERCENT DEVIATION	.....	1.367
District 2		Population
Oconee County		
VTD 1		

Tract 030100		
Blocks: 1029 ,	.....	5
VTD 1 Subtotal	.....	5
VTD 12		
Tract 030400		
Blocks: 2011 , 2012 , 2013 , 3036 ,	.....	136
VTD 12 Subtotal	.....	136
VTD 13	.....	6215
VTD 14	.....	2108
VTD 18		
Tract 030500		
Blocks: 2026 ,	.....	13
VTD 18 Subtotal	.....	13
VTD 19		
Tract 030500		
Blocks: 3011 , 3012 , 3013 , 3014 , 3015 , 3016 , 3017 ,		
3018 , 3019 , 3020 , 3021 , 3022 , 3024 , 3025 ,		
3026 , 3027 , 3028 , 3029 , 3031 , 3032 , 3033 ,		
3034 , 3035 , 3036 , 3037 , 3038 , 3039 , 3040 ,		
3041 , 3042 , 3043 , 3997 ,	.....	1201
Tract 030600		
Blocks: 2000 , 2001 , 2002 , 2003 , 2004 , 2005 , 2006 ,		
2007 , 2008 , 2009 , 2010 , 2011 , 2036 , 2037 ,		
2038 , 2039 , 2040 , 2041 , 2042 , 2043 , 2044 ,		
2045 , 2046 , 2047 , 2048 , 2049 , 2050 , 2051 ,		
2052 , 2053 , 2054 , 2055 , 2056 , 2057 , 2063 ,		
2067 , 2068 , 2069 , 2070 ,	.....	1035

VTD 19 Subtotal	.....	2236
VTD 8		
Tract 030160		
Blocks: 1030 , 1031 , 1032 , 1033 , 1034 ,	.....	219
Tract 030300		
Blocks: 1047 , 1048 , 1049 , 1050 , 1051 , 1052 , 1053 ,		
1054 , 1055 , 1056 , 1057 , 1058 , 1059 , 1060 ,		
1061 , 1062 , 1063 , 1064 , 1065 , 1066 , 1067 ,		
1068 , 2010 , 2012 , 2013 , 2014 , 2015 , 2016 ,	.....	1000
Tract 030400		
Blocks: 3000 , 3001 , 3002 , 3003 , 3004 , 3005 , 3006 ,		
3007 , 3008 , 3009 , 3010 , 3011 , 3012 , 3013 ,		
3014 , 3015 , 3040 , 3041 , 3042 , 3043 , 3044 ,		
3045 , 3046 , 3047 , 3048 , 3049 , 3050 , 3051 ,		
3052 , 3053 , 3054 , 3055 , 3999 ,	.....	1018
VTD 8 Subtotal	.....	2237
Oconee County Subtotal	.....	12948
District 2 Total	.....	12948
PERCENT DEVIATION	.....	-2.228
District 3		Population
Oconee County		
VTD 19		
Tract 030600		
Blocks: 1000 , 1001 , 1002 , 1003 , 1004 , 1005 , 1006 ,	.....	3316

1007, 1008, 1009, 1010, 1011, 1012, 1013,
1014, 1015, 1016, 1017, 1018, 1019, 1020,
1021, 1022, 1023, 1024, 1025, 1026, 1027,
1028, 1029, 1030, 1031, 1032, 1033, 1034,
1035, 1036, 1037, 1038, 1039, 1040, 1041,
1042, 1043, 1044, 1045, 1046, 1047, 1048,
1049, 1050, 1051, 1999, 2012, 2013, 2014,
2015, 2016, 2017, 2018, 2019, 2020, 2021,
2022, 2023, 2024, 2025, 2026, 2027, 2028,
2029, 2030, 2031, 2032, 2033, 2034, 2035,
2058, 2059, 2060, 2061, 2062, 2064, 2065,
2066, 2997, 2998, 2999, 3023, 3024, 3025,
3028, 3027, 3028, 3029, 3030, 3031, 3032,
3033, 3034, 3035, 3036, 3037, 3038, 3039,
3040, 3041, 3042, 3043, 3044, 3045, 3046,
3047, 3048, 3049, 3050, 3051, 3052, 3053,
3054, 3055, 3056, 3057, 3058, 3059, 3060,
3061, 3062, 3063, 3064, 3065, 3066, 3067,
3994, 3995, 4007, 4008, 4009, 4010, 4011,
4012, 4013, 4014, 4015, 4016, 4017, 4018,
4019, 4020, 4021, 4022, 4023, 4024, 4025,
4026, 4027, 4028, 4029, 4030, 4031, 4032,
4033, 4034, 4035, 4036, 4037, 4038.

Tract 030701

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006,
1007, 1008, 1009, 1010, 1025, 3004,

.....

83

Tract 030702

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006,
1007, 1008, 1009, 1010, 1011, 1012, 1013,

.....

1481

1014 , 1015 , 1016 , 1017 , 1018 , 1019 , 1020 ,
 1021 , 1022 , 1023 , 1024 , 1025 , 1026 , 1027 ,
 1028 , 1029 , 1030 , 1031 , 1032 , 1034 , 1035 ,
 1036 , 1037 , 1038 , 1039 , 1040 ,

Tract 030800

Blocks: 4000 , 4001 , 4002 , 4003 , 4004 , 4005 , 4006 ,
 4007 , 4008 , 4027 , 4028 , 4029 , 4030 , 4031 ,
 4032 , 4033 , 4034 , 5021 , 5022 , 5023 , 5024 , 139

VTD 19 Subtotal 5019

VTD 22 7460

VTD 34 859

Oconee County Subtotal 13338

District 3 Total 13338

PERCENT DEVIATION 0.717

District 4 Population

Oconee County

VTD 11 805

VTD 12

Tract 030100

Blocks: 3000 , 3001 , 3002 , 3003 , 3004 , 3005 , 3006 ,
 3007 , 3008 , 3009 , 3010 , 3011 , 3012 , 3013 ,
 3014 , 3015 , 3016 , 3017 , 3018 , 3019 , 3020 ,
 3021 , 3022 , 3023 , 3024 , 3025 , 3026 , 3027 ,
 3028 , 3029 , 3030 , 3031 , 3032 , 3033 , 3034 , 1034

3035, 3036, 3037, 3038, 3039, 3040, 3999,

Tract 030400

Blocks: 2015, 2016, 2017,

227

VTD 12 Subtotal

1261

VTD 17

Tract 030900

Blocks: 1027, 1028, 2011, 2012, 2013, 2014, 2015,
2016, 2017, 2089, 2090, 2091, 2092, 2093,
2094, 2095, 2096, 2097, 2098, 2099, 2100,
2101, 2102, 2103, 2104, 2105, 2106, 2107,
2108, 2109, 2110, 2113, 2114, 2115, 2116,
2117, 2118, 2119, 2120, 2121, 2122, 2123,
2124, 2125, 2126, 2127, 2128, 2129, 2130,
2131, 2132, 2133, 2134, 2135, 2136, 2137,
2138, 2997, 2998,

436

Tract 031000

Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006,
1007, 1008, 1009, 1010, 1011, 1012, 1013,
1014, 1015, 1016, 1017, 1018, 1019, 1020,
1021, 1022, 1023, 1024, 1025, 1026, 1027,
1033, 1034, 1035, 1036, 1037, 1038, 1039,
1040, 1997, 1999, 2005, 2006, 2007, 2008,
2009, 2010, 2011, 2012, 2013, 2014, 2015,
2016, 2017, 2018, 2020, 2021, 2022, 2023,
2024, 2025, 2026, 2027, 2028, 2029, 2030,
2031, 2032, 2033, 2034, 2035, 2036, 2037,
2038, 2039, 2040, 2041, 2042, 3000, 3001,
3002, 3003, 3004, 3005, 3006, 3007, 3008,
3009, 3010, 3011, 3012, 3013, 3014, 3015,

3883

3016 , 3017 , 3018 , 3019 , 3020 , 3021 , 3022 ,
3023 , 3024 , 3025 , 3026 , 3027 , 3028 , 3029 ,
3030 , 3031 , 3032 , 3033 , 3034 , 4010 , 4011 ,
4012 , 4013 , 4016 , 4017 , 4018 , 4019 , 4020 ,
4021 , 4022 , 4023 , 4024 , 4025 , 4026 , 4027 ,
4028 , 4029 , 4030 , 4031 , 4032 , 4033 , 4034 ,
4035 , 4036 , 4037 , 4038 , 4039 , 4040 , 4041 ,
4042 , 4043 , 4044 , 4045 , 4046 , 4047 , 4048 ,
4053 , 5027 , 5028 , 5029 , 5030 , 5031 , 5032 ,

Tract 031100

Blocks: 3000 , 3001 , 3046 , 3064 , 3065 , 3066 , 3067 ,
3068 , 3069 , 3070 , 3071 , 3072 , 3073 , 3074 ,
3075 , 3076 , 3077 , 3078 , 3079 , 3080 , 3081 ,
3082 , 3083 , 3997 ,

..... 721

VTD 17 Subtotal

..... 5040

VTD 18

Tract 030500

Blocks: 2017 , 2018 , 2019 , 2027 , 2028 , 2029 , 2030 ,
2031 , 2032 , 2033 , 2034 ,

..... 506

Tract 030800

Blocks: 2071 , 2072 , 2073 , 2074 , 2075 , 2076 , 2077 ,
2078 , 2079 , 2080 , 2081 , 2082 , 2083 , 2084 ,
2085 , 2086 , 2087 , 2088 , 2089 , 2090 , 2091 ,

..... 271

Tract 030900

Blocks: 1005 , 1006 ,

..... 29

Tract 031000

Blocks: 4000 , 4001 , 4002 , 4003 , 4004 , 4005 , 4006 ,
4007 , 4008 , 4009 , 4014 , 4015 , 4049 , 4050 ,

..... 353

4051 , 4052 , 4054 , 5000 , 5001 , 5002 , 5003 ,
5004 , 5049 , 5050 , 5051 ,

VTD 18 Subtotal	1159
VTD 19	
Tract 030500	
Blocks: 3023 ,	0
VTD 19 Subtotal	0
VTD 23	953
VTD 27	1199
VTD 31	99
VTD 32	2865
Oconee County Subtotal	13381
District 4 Total	13381
PERCENT DEVIATION	1.042
District 5	Population
Oconee County	
VTD 20	442
VTD 21	2573
VTD 24	3442
VTD 25	2682
VTD 26	1687
VTD 28	1955
VTD 29	1295

VTD 30	1056
Oconee County Subtotal	13124
District 5 Total	13124
PERCENT DEVIATION	-0.899

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2001-23

TITLE: "THE TITLE OF THIS ORDINANCE SHALL BE AN ORDINANCE TO AMEND ORDINANCE 99-15, AN ORDINANCE SETTING FORTH THE SUBSTANCE ABUSE POLICY AND PROCEDURE FOR OCONEE COUNTY"

WHEREAS, the above referenced ordinance was adopted November 2, 1999; and

WHEREAS, it is the desire of the Oconee County Council to amend Section IX, Types of Testing, Subsection B, Reasonable Suspicion Testing to include the following:

I. Employees may be asked to submit to a drug test if the County has reason to believe that an employee is abusing illegal drugs and/or prescription medications/drugs. Such belief must be based on specific objective facts and reasonable inferences drawn from these facts in light of experience. Reasonable suspicion does not require certainty; however, mere "hunches" are not sufficient to meet this standard. Only a management official will order reasonable suspicion testing.

OCCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green
CC: Phyllis E. Lombard, Finance Director
Ann H. Hughes, Supervisor-Chair
Melissa Brown, Budget/ Grant Supervisor
Oconee County Council Members
FROM: Linda Shugart
DATE: December 11, 2001
SUBJECT: FY2002 Grant-In-Aid Grant

Attached please find a revision to the award notification for the "FY 2002 EMS Grant-in-Aid" from DHEC. The original amount granted was \$26,106.00. Due to recent State budget cuts the grant amount has been reduced 4% to \$25,062. Oconee County Council approved the grant award at the October 16, 2001 meeting.

Please place the attached item on the December 18, 2001, Oconee County Council meeting agenda. Should you need additional information, please do not hesitate to call me.

LINDA SHUGART, GRANTS COORDINATOR

D H E C



2600 Bull Street
Columbia, SC 29201-1708

December 4, 2001

MEMORANDUM

TO: County Administrators
Regional EMS Offices

FROM: Alonzo W. Smith, Director
Emergency Medical Services

SUBJECT: Reduction in Grant-in-Aid Funds for FY02

Due to recent State budget cuts, the total dollar amount for the GIA Fiscal Year 2002 program has been reduced 4%. The grants will remain based on a 94.5% state and 5.5% local cash match. Attached you will find a revised GIA distribution sheet and three copies of the contract amendment for your county. **Please read, sign, date and return all three copies of the contract amendment to me at DHEC EMS, 2600 Bull Street, Columbia SC 29201-1708.** If you have any questions concerning this letter or the GIA program please contact me or Sonia Wright at (803) 545-4274.

\$1,310,642

2002 GRANT IN AID DISTRIBUTION

COUNTY CODE	COUNTY NAME	COUNTY POPULATION	% OF STATE POPULATION	SHARE BY POPULATION	EQUA. SHARE PER COUNTY	COUNTY TOTAL
				\$655,321.00	\$655,321.00	
1	ABBEVILLE	26,167	0.652216394%	4,271.11	14,246.11	18,517
2	AIREN	142,552	3.55379951%	23,284.41	14,246.11	37,531
3	ALLENDALE	11,711	0.279475654%	1,831.20	14,246.11	16,077
4	ANDERSON	165,740	4.111094326%	27,071.03	14,246.11	41,317
5	BAMBERG	16,658	0.415263145%	2,720.91	14,246.11	16,967
6	BARNWELL	23,478	0.585192666%	3,834.89	14,246.11	18,081
7	BEAUFORT	120,937	3.014372838%	19,753.82	14,246.11	34,000
8	BERKELEY	149,651	3.655597141%	23,300.58	14,246.11	37,547
9	CALHOUN	15,185	0.378488399%	2,480.31	14,246.11	16,726
10	CHARLESTON	309,969	7.726023751%	50,030.28	14,246.11	64,276
11	CHEBOKEE	52,537	1.309492594%	8,581.38	14,246.11	22,827
12	CHESTER	31,058	0.771500003%	5,564.66	14,246.11	19,811
13	CHERTHERFIELD	42,768	1.059988006%	6,985.71	14,246.11	21,232
14	COAHENSON	32,502	0.810117218%	5,308.87	14,246.11	19,555
15	COLLETON	48,264	0.953235931%	6,250.03	14,246.11	20,496
16	DARLINGTON	57,394	1.419805544%	11,009.12	14,246.11	25,254
17	DILLON	30,722	0.765750451%	5,019.12	14,246.11	19,264
18	DORCHESTER	96,413	2.403108469%	15,748.07	14,246.11	29,994
19	EDGEFIELD	24,595	0.613034039%	4,017.34	14,246.11	18,263
20	FAIRFIELD	23,454	0.584594463%	3,870.97	14,246.11	18,117
21	FLORENCE	125,761	3.134817615%	20,541.77	14,246.11	34,788
22	GEORGETOWN	55,797	1.390748582%	9,115.87	14,246.11	23,360
23	GREENVILLE	379,616	9.461985657%	62,036.38	14,246.11	76,282
24	GREENWOOD	66,271	1.651814691%	10,524.60	14,246.11	24,771
25	HAMPTON	21,386	0.532069253%	3,493.18	14,246.11	17,739
26	HORRY	198,629	4.97007275%	32,117.33	14,246.11	46,363
27	JASPER	20,678	0.515402247%	3,377.54	14,246.11	17,624
28	KERSHAW	52,647	1.312234369%	8,599.35	14,246.11	22,845
29	LANCASTER	61,351	1.529182864%	10,071.06	14,246.11	24,317
30	LAURENS	89,567	2.238678943%	14,357.06	14,246.11	28,603
31	LEE	20,119	0.501469088%	3,286.23	14,246.11	17,532
32	LEXINGTON	216,014	5.384181304%	35,283.67	14,246.11	49,530
33	MCDORMICK	9,958	0.248204641%	1,626.54	14,246.11	15,873
34	MARION	35,456	0.883995362%	2,293.01	14,246.11	16,539
35	MARLBORO	28,918	0.718292965%	4,707.12	14,246.11	18,953
36	NEWBERRY	36,108	0.899997308%	2,897.87	14,246.11	17,144
37	OCONEE	66,215	1.650418792%	10,815.54	14,246.11	25,062
38	ORANGEBURG	91,582	2.282695067%	14,958.98	14,246.11	29,205
39	PICKENS	110,757	2.760634816%	18,091.02	14,246.11	32,337
40	RICHLAND	120,677	2.992922569%	18,379.30	14,246.11	32,625
41	SALUDA	19,181	0.478080298%	3,133.02	14,246.11	17,379
42	SPARTANBURG	253,391	6.323778687%	41,454.15	14,246.11	55,700
43	SUMTER	104,545	2.638317273%	17,092.85	14,246.11	31,339
44	UNION	29,881	0.744788400%	4,880.75	14,246.11	19,127
45	WILLIAMSBURG	37,217	0.927639299%	6,079.02	14,246.11	20,325
46	YORK	184,614	4.60286005%	28,888.01	14,246.11	43,134
	STATE TOTAL	4,012,013	100%	\$655,321.00	\$655,321.00	\$1,310,642

Note: Population projections are readjusted to the 2000 Census count

Source: US Bureau of the Census, 2000 Census (as of PR00)

Contract No. EM-2-315

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
CONTRACT AMENDMENT

WHEREAS, by contract dated 07-01-01, the South Carolina Department of Health and Environmental Control (DHEC) entered into an agreement with Oconee County to Expand and Upgrade EMS within the county

WHEREAS, the DHEC is desirous of amending said contract as follows: C. Compensation Basis for payment is actual expenditures for authorized purchases; however, in no event will the total amount to be reimbursed exceed \$25,062.00 (Contract reduced by \$1044.00), or subsequent reductions approved by the Budget and Control Board and/or the General Assembly.

NOW THEREFORE, the reference contract is amended as specified above provided that all other terms and conditions of the contract shall remain the same.

IN WITNESS WHEREOF the South Carolina Department of Health and Environmental Control and Oconee County Have executed and delivered this amendment this 1st of Nov, 2001.

Oconee County
(CONTRACTOR)

SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: _____

BY: _____

Deputy Commissioner, Health Regulation

(Title)

(Date)

(Date)

OCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opel Green
CC: Phyllis L. Lumbard, Finance Director
Ann H. Hughes, Supervisor-Chair
Melissa Brown, Budget/Grant Supervisor
Oconee County Council Members
FROM: Linda Shugart
DATE: December 11, 2001
SUBJECT: FY2002 HMEP Planning Grant

We have received notification of approval of funds in the amount of \$1,000.00 for the FY 2002 HMEP Planning Grant. Council approved the application for these funds on 08/21/01. The application request was for \$65,000, however due to budget cuts we were granted \$1,000.00.

Please place the attached item on the December 18, 2001, Oconee County Council meeting agenda. Should you need additional information, please do not hesitate to call me.

LINDA SHUGART, GRANTS COORDINATOR

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

November 8, 2001

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

Mr. Anthony A. Klutz, Jr.
LEPC Chairperson
Oceana County Emergency Preparedness Agency
415 South Pine Street
Wahalla, SC 29691

Dear Mr. Klutz, Jr.:

This is to inform you that your request for HMEP Planning Grant funds in the amount of \$1,000.00 has been approved. This is based on your proposal for activities and services which meet the federal criteria. Unfortunately we did not receive sufficient funds to totally fund your request.

Two copies of the subcontract for this grant are enclosed. Please read and sign both subcontracts and return one to this office. A signed contract must be received before any expenditures will be reimbursed.

The funds for this grant must be obligated by August 1, 2002. Please submit copies of paid invoices, proof of payment and a summary of expenses on the attached 20-703 Grant Request for Reimbursement form upon completion and payment of services. *Any request for reimbursement received after November 15, 2002 may be subject to nonpayment.* If the 20% "in-kind" match is not a cash match, certify the manner in which this requirement has been met. A brief summary of your project(s) should also be included.

Thank you for taking part in what we feel will be a very useful, productive program, that will improve our hazmat incident management and response capabilities.

If you have any questions, please contact the HazMat Planning Program Manager or Kathie Brooks.

Sincerely,

Handwritten signature of Ronald C. Osborne in black ink.

Ronald C. Osborne
Director

RCO:KSB
Enclosures
of Ms. Ann H. Hughes, Supervisor

11/08/01 10:00 AM

Emergency Preparedness Division
1100 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • Fax: (803) 737-4570

11/08/01 10:00 AM

SOUTH CAROLINA
EMERGENCY PREPAREDNESS DIVISION
1100 Fish Hatchery Road
West Columbia, SC 29172

GRANT AWARD

DATE OF AWARD: November 8, 2001

SUB-GRANTEE: Geesee County Emergency Preparedness Agency

PROGRAM NAME: HMEP Planning Grant

CFDA No.: 20.703

GRANT PERIOD: 09/30/01- 09/30/02

GRANT NO: HMESC1042090

AWARDED THIS TRANSACTION: \$ 1,000

PRIOR AWARD: \$ 0.00

CURRENT TOTAL AWARD: \$ 1,000

Under the Department of Transportation (DOT) Assistance Agreement No. HMESC1042090, the South Carolina Emergency Preparedness Division, Office of the Adjutant General, hereby awards to the aforementioned Sub-Grantee, a federal grant in the amount shown above, for HazMat Collection Day as specified in the HMEP Planning Grant application.

The grant shall become effective, as of the date of award and upon return of an original signed copy of this document by the Sub-Grantee's designated official(s), to the South Carolina Emergency Preparedness Division. Budgeted expenditures incurred prior to execution of this grant agreement but within the grant period are allowable. The funds for this grant must be obligated by August 1, 2002.

The subgrantee, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements set forth in the Code of Federal Regulations (CFR) 49, OMB Circular Nos. A-102, A-87 and A-128 and the signed Standard Assurances, which are on file, as they relate to the application, acceptance, and use of federal funds.



Ronald C. Osborne, Director
South Carolina Emergency Preparedness Division,
Office of the Adjutant General

Acceptance for the Sub-Grantee:

*Signature of LEPC Chairperson,
Director/Coordinator*

Date

By: Ms. Ann H. Hughes, Supervisor
616292374@scemep.com

OCCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green

CC: Phyllis E. Lombard, Finance Director
Ann H. Hughes, Supervisor-Chair
Melissa Brown, Budget Grant Supervisor
Oconee County Council Members

FROM: Linda Shugart

DATE: December 11, 2001

SUBJECT: FY2000 Regional Planning Grant

Please place the attached Subrecipient Agreement on the December 18th meeting agenda. This agreement is with the Appalachian Council of Governments (ACOG). It is the purpose and intent of this Subrecipient Agreement to pass the responsibility and funds to carry out the project described in the application.

Council approved the acceptance of this \$50,000.00, FY 2000 Regional Planning Grant award on 07/10/01. These funds are used to develop Community Development Block Grant projects and plan for the needs of low to moderate-income persons.

Should you need additional information, please do not hesitate to call me.

SUBRECIPIENT AGREEMENT

The following statements and provisions are acknowledged and agreed upon by and between the, Appalachian Council of Governments as Subrecipient of the Community Development Block Grant (CDBG) funds and Oconee County the (Grantee) and provider of such funds pursuant to a CDBG award, grant number 4-P-00-001 (the "Grant"), made by the South Carolina Department of Commerce, Division of Community Grant Programs under provisions of Title I of the Housing and Urban Development Act of 1974, as amended ("the Act"). It is mutually agreed that no funds will be disbursed prior to the date of the execution of this agreement. This Agreement will remain in effect as long as the Subrecipient has control over CDBG funds, including program income, or assets including real property acquired with funds dispersed under this grant. Any modification or amendment to this Agreement must be approved by the Division of Community Grant Programs.

Any provisions contained herein which are found to be inconsistent with the Act, Federal or State laws, and implementing regulations, will be deleted or appropriately modified as directed by the Division of Community Grant Programs and in no case shall any such inconsistency, whether remedied or not impair the remainder.

Purpose It is the purpose and intent of this Subrecipient Agreement to enable the Grantee to pass the responsibility and CDBG funds to the Subrecipient to carry out the project described in the application which was approved and funded by the Division of Community Grant Programs as the Grant.

Under this Subrecipient Agreement, it is the intent of the Grantee to limit its responsibilities associated with the Grant to those administrative duties related to providing the CDBG funds to the Subrecipient. All responsibilities for the expenditure of CDBG funds and carrying out the project are to be assigned to the Subrecipient by this Agreement.

Description of Work: (BE VERY SPECIFIC)

Please see attached description of work excerpted from 2000 Planning Grant application.

Schedule of Work:

The period of work shall not exceed the grant period of 6-2001 through 6-30-2003. The schedule of work shall be as follows:

Grant award	6-2001
Start-up	9-2001
Environmental	9-2001
Planning activities	6-2001 – 5-2003
Monitoring	5-2003
Project closeout	6-2003

Budget For Activities:

Planning only	\$50,000
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Drawdown of Funds: The Subrecipient will request a drawdown of needed funds by submitting a request for payment to the Project Administrator serving on behalf of the Grantee. The Subrecipient will make this request at least three (3) weeks in advance of need.

Funds must be disbursed by the recipient within three days of receipt. No more than five thousand dollars (\$5,000) in CDBG funds may be kept on hand by the subrecipient at any time.

Records and Reports: Records for nonexpendable real property purchased totally or partially by the Subrecipient with CDBG funds must be retained for three (3) years after its final disposition. All other pertinent grant records, including the financial records, supporting documents, and statistical records shall be retained for a minimum of three (3) years after final close-out of the grant. If, however, any litigation, claim or audit is started before the expiration of the three (3) year period, then records must be retained for three (3) years after the litigation, claim or audit is resolved.

Unexpended Grant Funds: The Subrecipient agrees that it will return to the recipient any unexpended grant funds provided by the Grantee under this Agreement.

Program Income: Not applicable to this project.

The program is designed to develop the capacity of CDBG Administrators to effectively determine community needs, set long-term goals and short-term objectives and develop plans for carrying out effective strategies to address priority community needs. This grant will be used to provide CDBG planning, capacity building, project development, and technical assistance to local governments. These funds will only be used to the State CDBG program eligible (non-entitlement) communities. The type of services to be provided will address an array of housing, community development and economic development needs. The planning grant will be used to undertake some or all of the following types of planning and technical assistance activities:

- Develop low and moderate income neighborhood development plans.
- Assess the needs for community infrastructure to serve low and moderate income persons and affordable housing needs.
- Identify and assess the needs of low and moderate income persons including the gathering of data, conducting surveys of low and moderate income persons, of slum and blighted areas and conducting needs assessment hearings to obtain citizen input.
- Assist communities in setting long-term goals and short-term objectives for addressing the housing and community development needs of low and moderate income persons.
- Assist communities in developing strategies and action programs to implement plans to address the needs of low and moderate income persons.
- Collect data and input information which can be directly linked to a CDBG national objective for the Geographic Information System (GIS) of the Department of Commerce.
- Disseminate information regarding the CDBG program and its requirements.
- Conduct meetings to facilitate the exchange of information with local government officials, citizens, non-profit organizations and other entities involved in CDBG project planning and development of strategies to meet community needs.
- Obtain citizen participation and involvement in CDBG planning and project development including conducting meetings and hearings as necessary.
- Analyze the feasibility of proposed CDBG projects.
- Develop preliminary cost estimates and conduct preliminary surveys as necessary to determine the eligibility and feasibility of a project.
- Preparation of applications and environmental assessments for CDBG grants which are not funded but meet CDBG fundability requirements.
- Develop maps associated with any of the above referenced activities.
- Conduct an analysis of impediments to fair housing.

This grant will allow the COG to establish a basic level of staffing to provide general technical assistance and pre-project planning for local governments related to the CDBG program. The strategy for undertaking these activities is to develop a staffing plan which designates specific COG staff to be responsible for working with communities to provide the technical assistance as outlined above for the CDBG program. This staff will be capable, competent and trained with regard to CDBG program requirements.

The proposed activities are designed to assist local governments in developing plans and building planning-management capacity. This assistance will build the capacity to effectively determine community needs, long-term goals and short-term objectives, and develop plans for carrying out effective strategies to address community needs. This planning and technical assistance will result in specific projects which, if funded, would be eligible under the CDBG program and meet a national objective. The COG will enter into a performance based agreement with the grantee to undertake these activities, to be developed in consultation with DOC.

Uniform Administrative requirements: The Subrecipient shall adhere to the following administrative requirements:

Financial: Guidelines for financial and compliance audits of federally assisted programs which are OMB Circular A-133, and OMB Circular A-87.

Procurement: The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the unit of local government and its subrecipients.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the subrecipient shall apply.

In cases not governed by the above, such as acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses, and other private entities, the following provisions shall apply:

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State of South Carolina or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the Department of Commerce, Division of Community Grant Programs on a case-by-case basis as requested upon full disclosure in writing.

Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving any other CDBG grant, they shall immediately notify the Department of Commerce, Division of Community Grant Programs, Post Office Box 927, 1122 Lady Street, Suite 700, Columbia, South Carolina 29201.

Personnel: All contractors and subcontractors engaged in the project shall be fully qualified and properly licensed under state and local law to perform such services.

The Subrecipient shall insure that all Prime Contractors/Subcontractors are bonded and insured in accordance with state and federal requirements.

Other Program Requirements: All activities by the Subrecipient shall be carried out in compliance with all federal laws and regulations except for environmental responsibilities and review process under Executive Order 12372, which are the responsibility of the Grantee.

Suspension and Termination: In accordance with 24 CFR 85.43 suspension or termination may occur if the Subrecipient materially fails to comply with any terms of this Agreement, and that the Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

Debarment Certification: The Subrecipient must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", prior to receiving Federal Funds. Attachment "B" certifies that neither the Subrecipient organization nor its officers are debarred, suspended, ineligible or voluntarily excluded from receiving federal funds. The Subrecipient must require that any prime contractor or lower tier contractor with a contract valued at more than \$100,000 must also complete this debarment certification and the Subrecipient will keep it on file for review as outlined in records and reports. The Subrecipient must also check the eligibility on all contractors and subcontractors who perform work under this Agreement regardless of dollar amount. The Subrecipient must request the appropriate eligibility check through the Division of Community Grant Programs prior to award of any contract.

Labor Requirements: This project is funded in part by with CDBG funds and is subject to the labor requirements as outlined in the "Subrecipient Agreement Standard Provisions", as are applicable throughout the entire project. These provisions are attached.

Use of Real Property and Reversion of Assets: Upon expiration or termination of this Agreement the Subrecipient shall transfer on behalf of the Grantee, to the Division of Community Grant Programs, or the Division of Community Grant Program's Assignee, any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds.

Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use must be approved by the Division of Community Grant Programs in writing.

Amendments: Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Subrecipient to the

Grantee as a request for an award adjustment. Any adjustment granted by the Grantee shall be appended to this Agreement as an amendment. Copies of any changes must be submitted to the Division of Community Grant Programs for programmatic purposes.

Liability: The Subrecipient understands and warrants that it will defend any liability arising from this Agreement and that the grantee accepts no liability, in so far as such funds are expended in accordance with this Agreement.

The Subrecipient agrees to repay to the Division of Community Grant Programs funds equal to the amount of Community Development Block Grant (CDBG) funds provided to the Subrecipient by the Grantee which Division of Community Grant Programs has determined that its agents or assigns have caused to have been advanced and/or expended in violation of this Agreement and/or any federal, state or local laws or policies governing the use of CDBG funds; this provision also applies to any Funds considered to be program income generated by this Agreement. The Division of Community Grant Programs is the sole arbiter in all matters concerning the eligibility of costs and interpretation of the provisions of law, statute, and policy as well as terms and conditions of this Subrecipient Agreement.

Ethics, Accountability and Campaign Reform Act of 1991: All provisions of this Act have been and will be complied with by the parties to this agreement in regard to actions and expenditures of funds related to the CDBG project giving rise to this agreement.

Special Provisions: The Subrecipient Agreement Standard Provisions attached to this Agreement are considered to be an integral part of this Agreement. These provisions are subject to change from time to time as federal laws and regulations are promulgated. The Subrecipient will be notified in writing if any changes occur.

Robert Strucher, Executive Director
Title of the Subrecipient Official



Signature of the Subrecipient

10/15/01
Date

Ann Hughes, County Supervisor/Chairman
Title of the Grantee Official

Signature of the Grantee

Date

I hereby certify that to the best of my knowledge this tabulation of bids is correct.

[Signature]
Procurement Director

Approved Budget Ordinance amount for bid item E77,735.00

Bidders			Communication Service Center Inc		D E Racing Radios/Diver		Motorola Inc		Palmetto Communication	
Qty		Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
a	14	each								
		HC1KD28AA3-N, HT1000 walkie talkie 16 channel complete with standard chargers (slow) & HT29 antenna, belt clip	747.22	10,461.08	743.00	10,360.00	936.20	13,092.50	824.70	11,545.80
b	14	each								
		685, 2 year warranty on HT1000	27.75	388.50	26.00	362.00	36.00	504.00	32.50	455.00
c	11	each								
		AAH25KDF9AA5, HT1250 portable VHF 128 channel programmable 5 watts, MDC 1200 signaling, NiMH battery rapid rate charger, belt clip, 2 year warranty, limited keypad model, 14 character display and standard antenna	585.00	6,435.00	570.00	6,270.00	541.60	5,958.50	635.30	6,988.30
d	18	each								
		AOBYM57235AC Minitor III vibra pager with dual frequency, 4 position function switch complete with standard (AB cal) charger R227AD	341.50	6,207.00	341.00	6,138.00	363.16	7,005.90	401.18	7,221.24
e	18	each								
		R522, 5 year warranty on Minitor III Vibra pager	34.50	621.00	36.00	648.00	36.00	648.00	41.30	741.60
f	18	each								
		NRN6346, carry case nylon durable	n/c	-	5.10	91.80	10.50	189.00	6.20	111.60
g	12	each								
		Extra	5.50	66.00	5.10	61.20	10.50	126.00	6.20	74.40
		Subtotal:		24,172.58		23,997.00		30,506.20		27,137.94
		& C. Sales Tax (5%)		1,208.63		1,199.85		1,525.31		1,356.90
		Grand Total		25,381.21		25,196.85		32,031.51		28,494.84
										Corrected addition

COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM

BID NUMBER: [REDACTED]

DATE: November 9, 2001

OPENING DATE AND TIME: [REDACTED]

OPENING LOCATION: Oconee County Procurement Office:
County Administrative Building, Room 10
415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: [REDACTED] in accordance with the enclosed specifications, conditions and provisions as applicable to this bid invitation. All prices are to include all applicable shipping costs.

DELIVERY TO: Walhalla, SC 29691

WARRANTY: Bidders shall submit with their bid a copy of manufacturer's warranty terms.

The bid price shall include field or factory programming of two (2) frequencies and a cap code for the walkies and one (1) frequency and a cap code for the pagers, as well as any other normal factory programming. The Fire Marshal's office will provide frequencies, etc. to the successful bidder.

Bidders shall bid on all items as listed, no exception. Failure to bid on all items may cause rejection of your bid.

Bidder's "maintenance shop" shall be within a sixty-mile (60) radius of Oconee County.

Award shall be made to a single vendor.

The minimum specifications are listed below:

Item #	Qty	Unit	Description	Unit Price	Extended Price
a	14	each	H01KDC9AA3-N, HT1000 walkie-talkie 16 channel complete with standard chargers (slow) & H129 antenna, belt clip	747.22	10461.08
b	14	each	885, 2 year warranty on HT1000	27.75	388.50
c	11	each	AAH25KDH8AA6-N, HT1250 portable VHF 128 channel programmable 5 watts, MDC 1200 signaling, NiHM battery rapid rate charger, belt clip, 2 year warranty, limited keypad model, 14 character display and H129 antenna	585.00	6435.00

Item #	Qty	Unit	Description	Unit Price	Extended Price
	18	each	A03YMS72395C Minitor III Vibra pager with dual frequency, 4 position function switch complete with standard (AB call) charger R227AD	344.50	6201.00
	18	each	R522, 5 year warranty on Minitor III Vibra pager	34.50	621.00
	18	each	NRN6349, carry case nylon cordura	NC	NC
	12	each	NRN6349, carry case nylon cordura Extra	5.50	66.00
	2	each	EX 600 portable two-way radio, 128 channels, 14 character alphanumeric display complete with charger, belt clip and warranty	X	X
Subtotal					24172.58
S. C. Sales Tax (5%)					1208.63
Grand Total					\$ 25381.21

BIDDER

JAMES Cobb

SIGNATURE

James P. Cobb

The attached Certificate of Familiarity and Non-Collusion must be returned with bid.

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. *By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.* I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

COMMUNICATION SERVICE CENTER, INC
 Company Name as registered
 with the IRS

Ronnie Channell
 Authorized Signature

P.O. Box 950
 Correspondence Address

RONNIE CHANNELL
 Printed Name

Pickens, SC 29671
 City, State, Zip

VP/OWNER
 Title

11/16/2001
 Date

864-878-3255 864-898-3401
 Telephone Number Fax Number

CONTRACTOR'S LICENSE # _____

P.O. Box 4118
 Residence Address

GREENVILLE, SC 29608
 City, State, Zip

864-246-0914
 Telephone Number

 Toll-Free Number (if available)

570442456
 Federal Tax ID Number

03911736
 SC Sales and Use Tax Number

COUNTY OF OCONEE
 Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
 Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM

BID NUMBER: 0303

DATE: November 9, 2001

OPENING DATE AND TIME: ~~November 15, 2001 at 10:00 AM~~

OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 10
 415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: ~~Portable radio equipment~~ in accordance with the enclosed specifications, conditions and provisions as applicable to this bid invitation. All prices are to include all applicable shipping costs.

DELIVERY TO: Walhalla, SC 29691

WARRANTY: Bidders shall submit with their bid a copy of manufacturer's warranty terms

The bid price shall include field or factory programming of two (2) frequencies and a cap code for the walkies and one (1) frequency and a cap code for the pagers, as well as any other normal factory programming. The Fire Marshal's office will provide frequencies, etc. to the successful bidder.

Bidders shall bid on all items as listed, no exception. Failure to bid on all items may cause rejection of your bid.

Bidder's "maintenance shop" shall be within a sixty-mile (60) radius of Oconee County.

Award shall be made to a single vendor.

The minimum specifications are listed below:

Item #	Qty	Unit	Description	Unit Price	Extended Price
a	14	each	H01KDC9AA3-N, HT1000 walkie talkie 16 channel complete with standard chargers (slow) & HT29 antenna, belt clip.	740.00 740.00	10360.00
b	14	each	885, 2 year warranty on HT1000	28.00	392.00
c	11	each	AAH25KDN9AA6-N, HT1250 portable VHF 128 channel programmable 5 watts, MDC 1200 signalling, NIHM battery rapid rate charger, belt clip, 2 year warranty, limited keypad model, 14 character display and HT29 antenna <i>standard</i>	570.00 570.00	6270.00

Item #	Qty	Unit	Description	Unit Price	Extended Price
	18	each	A03YMS7239BC Minitor II Vibra pager with dual frequency, 4 position function switch complete with standard (AB cal) charger R227AG	341.00	6138.00
	18	each	R522, 5 year warranty on Minitor II Vibra pager	38.00	684.00
	18	each	NRN6349, carry case nylon cordura	5.10	91.80
	12	each	NRN6349, carry case nylon cordura Extra	5.10	61.20
	2	each	EX 600 portable two-way radio 128 channels 14 character alphanumeric display complete with charger, belt clip and warranty		
Subtotal					23997.00
S. C. Sales Tax (5%)					1199.85
Grand Total					\$25196.85

BIDDER: 91-10

SIGNATURE: *Keith*

The attached Certificate of Familiarity and Non-Collusion must be returned with bid.

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, in connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. *By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws, 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days unless otherwise stated.*

DE Racing Radios
 Company Name as registered with the IRS

[Signature]
 Authorized Signatory

108 Park Pl Ct Suite C
 Correspondence Address

Burt Gray
 Printed Name

Greenville SC 29607
 City, State, Zip

Sales
 Tax

11-19-01
 Date

864-236-9939 804-276-9813
 Telephone Number Fax Number

CONTRACTOR'S LICENSE # _____

108 Park Pl Ct Suite C
 Remittance Address

Greenville SC 29607
 City, State, Zip

864-236-9939
 Telephone Number

 Toll-Free Number if available

581820846
 Federal Tax ID Number

 SC Sales and Use Tax Number

COUNTY OF OCONEE
 Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
 Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM

BID NUMBER: [REDACTED]

DATE: November 9, 2001

OPENING DATE AND TIME: [REDACTED]

OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 10
 415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: ~~Broadside mobile radio equipment~~ in accordance with the enclosed specifications, conditions and provisions as applicable to this bid invitation. All prices are to include all applicable shipping costs

DELIVERY TO: Walhalla, SC 29691

WARRANTY: Bidders shall submit with their bid a copy of manufacturer's warranty terms.

The bid price shall include field or factory programming of two (2) frequencies and a cap code for the walkies and one (1) frequency and a cap code for the pagers, as well as any other normal factory programming. The Fire Marshal's office will provide frequencies, etc. to the successful bidder.

Bidders shall bid on all items as listed, no exception. Failure to bid on all items may cause rejection of your bid.

Bidder's "maintenance shop" shall be within a sixty-mile (60) radius of Oconee County.

Award shall be made to a single vendor.

The minimum specifications are listed below.

Item #	Qty	Unit	Description	Unit Price	Extended Price
a	14	each	H01KDC9AA3-N, HT1000 walkie talkie 16 channel complete with standard chargers (slow), 3 H129 antenna, belt clip	935.20	13,092.80
b	14	each	885, 2 year warranty on HT1000	36.00	504.00
c	11	each	AAH2SKDH9AA6-N, HT1250 portable VHF 126 channel programmable 5 watts, MDC 1200 signaling, NIHM battery rapid rate charger, belt clip, 2 year warranty, limited keypad model, 14 character display and H129 antenna	841.50	9,256.50

Item #	Qty	Unit	Description	Unit Price	Extended Price
d	18	each	A03YM672398C Minitor III Vibra pager with dual frequency, 4 position function switch complete with standard (AB call) charger R227AD	393.55	7083.90
e	18	each	R522, 5 year warranty on Minitor III Vibra pager	38.00	681.00
f	18	each	NRN6349, carry case nylon cordura	10.50	189.00
g	12	each	NRN6349, carry case nylon cordura Extra	10.50	126.00
h	2	each	EX 600 portable two-way radio 425 channels, 14 character alphanumeric display complete with charger, belt clip and warranty		
			Subtotal		50,936.20
			S. C. Sales Tax (5%)		1,546.81
Grand Total					\$ 32,483.01

SC STATE CONTRACT # DIR 2002-07 terms and conditions apply to this bid response

BIDDER: MOTOROLA, Inc SIGNATURE: [Signature]

The attached Certificate of Familiarity and Non-Collusion must be returned with bid

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. *By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-5-4-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.* I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

MOTOROLA INC
Company Name as registered with the IRS

[Signature]
Authorized Signature

SCREEN VIEW CT
Correspondence Address

STEVE CARROLL
Printed Name

Greenville, SC 29609
City, State, Zip

SC Dept. Mgr
Title

11-25-01
Date

864-244-0083 864-244-3995
Telephone Number Fax Number

CONTRACTOR'S LICENSE #

P.O. Box 905311
Remittance Address

Charlotte, N.C 28290-5311
City, State, Zip

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales and Use Tax Number

COUNTY OF OCONEE
 Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
 Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM

BID NUMBER: 01-30

DATE: November 9, 2001

OPENING DATE AND TIME: November 21, 2001 at 2:00 p.m.

OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 10
 415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Provide and deliver radio equipment in accordance with the enclosed specifications, conditions and provisions as applicable to this bid invitation. All prices are to include all applicable shipping costs.

DELIVERY TO: Walhalla, SC 29691

WARRANTY: Bidders shall submit with their bid a copy of manufacturer's warranty terms.

The bid price shall include field or factory programming of two (2) frequencies and a cap code for the walkies and one (1) frequency and a cap code for the pagers, as well as any other normal factory programming. The Fire Marshal's office will provide frequencies, etc. to the successful bidder.

Bidders shall bid on all items as listed, no exception. Failure to bid on all items may cause rejection of your bid.

Bidder's "maintenance shop" shall be within a sixty-mile (60) radius of Oconee County.

Award shall be made to a single vendor.

The minimum specifications are listed below:

Item #	Qty	Unit	Description	Unit Price	Extended Price
a	14	each	H01KDC8AA3-N, HT1000 walkie talkie 16 channel, complete with standard chargers (slow) & HT126 antenna, belt clip	\$ 824.70	11,545.80
b	14	each	895, 2 year warranty on HT1000	\$ 32.50	455.00
c	11	each	AAH25KDH9AA3-N, HT1250 portable VHF 128 channel programmable 5 watts, MDC 1200 signaling, NiMH battery rapid rate charger, belt clip, 2 year warranty, limited keypad model, 14 character display and antenna	\$ 635.30	6,988.30

Item #	Qty	Unit	Description	Unit Price	Extended Price
d	18	each	A03YMS7239BC Minitor III Vibe pager with dual frequency, 4 position function switch complete with standard (AB coil) charger R227AD	\$ 401.00	\$ 7,218.00
e	18	each	R522, 5 year warranty on Minitor III Vibe pager	\$ 41.20	\$ 741.60
f	18	each	NRN8349, carry case nylon cordura	\$ 6.20	\$ 111.60
g	12	each	NRN8349, carry case nylon cordura Extra	\$ 6.20	\$ 74.40
h	2	each	EX 600 portable two-way radio 128 channels, 14 character alphanumeric display complete with charger, belt clip and warranty	X	X
			Subtotal:		\$ 26,082.94
			S. C. Sales Tax (5%):		\$ 1,334.15
Grand Total					\$ 28,017.09

BIDDER _____

SIGNATURE _____

The attached Certificate of Familiarity and Non-Collusion must be returned with bid.

BID NUMBER: 01-10 RADIO EQ FOR RURAL FIRE

DATE: NOVEMBER 21, 2001

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. *By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days unless otherwise stated.*

Palmetto Communication Services, Inc.
Company Name as registered with the IRS

[Signature]
Authorized Signatory

2992 REPUBLIC AVENUE
Correspondence Address

P. N. CONNORS
Printed Name

FLORENCE, SC 29501
City, State, Zip

General Accountant
Title

11/21/01
Date

(803) 545-3442 (SC) 535-3442
Telephone Number Fax Number

CONTRACTOR'S LICENSE # _____

2992 REPUBLIC AVENUE
Remittance Address


FLORENCE, SC 29501
City, State, Zip

(803) 393-9298
Telephone Number

1-800-9725-2200
Toll-Free Number if available

5709445363
Federal Tax ID Number

SC Sales and Use Tax Number

 Palmetto Communication Services, Inc.
697 Republic Avenue
Florence, SC 29501
Florence Industrial Park
Florence, SC 29501

W 1999
Name: Account Representative
Mobile: 803 393 4929
Fax: 803 393 1337
Home: 803 393 4950



BID NUMBER: 01-10 RADIO EQ FOR RURAL FIRE DATE: NOVEMBER 21, 2001

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this notice, applicable amendments, submits the attached bid and other applicable information to the County, which I certify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and am authorized to sign this bid. By submission of a signed bid, I verify, under penalties of perjury, that the bidder complies with section 12-34-130(B) of the SC Code of Laws 1976, as amended, relating to payment of any of the bidder's taxes. This bid is good for a period of sixty (60) days, unless otherwise stated.

THORNTON COMMUNICATIONS SERVICE, INC.
 Company Name as registered with the IRS

[Signature]
 Authorized Signature

2001 W. FURBER AVE
 Correspondence Address

[Signature]
 Printed Name

FLORENCE, SC 29502
 City, State, Zip

[Signature]
 Title

(716) 200-1111
 Date

803-708-2156 803-708-2156
 Telephone Number Fax Number

CONTRACTOR'S LICENSE

[Signature]
 Residence Address

[Blank]
 City, State, Zip

[Blank]
 Telephone Number

803-708-2156
 Toll-Free Number (if available)

57045583013
 Federal Tax ID Number

[Blank]
 SC Sales and Use Tax Number

I hereby certify that to the best of my knowledge this
configuration of bids is correct.

Approved Budget Ordinance amount for bid item 3 Solid Waste
Project

[Signature]
Procurement Director

Bidders	LFG Specialties Inc	LFG&E International		
Bid Amount	\$ 67,575.00	\$ 39,769.00		
S. C. Sales Tax	\$ 3,378.75	\$ 1,988.45		
Grand Total	\$ 70,953.75	\$ 41,757.45		
Additional field service	\$750/day plus travel and living expenses	\$750/day plus living and travel expenses plus 15%		
Bond	yes	yes		

GOLDIE & ASSOCIATES

engineering, environmental and laboratory services

December 12, 2001

Ms. Marianne Dillard
Oconee County Purchasing
415 S. Pine Street
Walhalla, SC 29691

Re: Seneca Landfill Methane Blower/Flare Unit
Goldie & Associates Project 221918

Dear Ms. Dillard,

As requested, we have reviewed the bids received by the County for the above referenced project. Enclosed please find the bid tabulation. The apparent low bidder is LFG&E International. We have reviewed their equipment with another contractor and we have received favorable reviews.

It is our recommendation that the County award LFG&E International the bid for the project in the amount of \$41,757.45. This will be in lieu of the alternate in the previously released to bid Methane Project. Loris Environmental is under contract to install the unit once it is received and Goldie & Associates is under contract to operate and maintain the unit once it is operational for the first six months.

We appreciate the opportunity to assist the County with this project. If you have any further questions or need any additional information, please let me know.

Sincerely,

Goldie & Associates



Alan Pope, P.E.
Project Manager

cc: Ms. Anne Hughes, Oconee County Supervisor
Mr. Robert Banks, Oconee County Engineering
Ms. Melissa Grant, Oconee County Solid Waste

Encl: As stated

2042 Seneca 02-12-121.com of 10/10/01/02/02

Post-It* Fax Note	7871	Date	12/12/02	Page	1
To	Marianne Dillard	From	Alan Pope		
Co./Dept		Co.			
Phone #		Phone #	882-8194		
Fax #	638-4142	Fax #			

COUNTY OF OCONEE
Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM

BID NUMBER: 01-15

DATE: November 20, 2001

OPENING DATE AND TIME: December 6, 2001 at 2:00 p.m.

OPENING LOCATION: Oconee County Procurement Office
County Administrative Building, Room 19
415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Blower/Flare Unit for Seneca Landfill

DELIVERY TO: Seneca, SC 29678

The contractor must fully complete the project within the contract time. The contract time includes delivering a usable flare unit to the site. The contract time is 90 calendar days from notice to proceed.

Bidder shall submit an original bid and one copy.

Other factor(s) to consider for award are delivery time, location of company, references and vendor performance.

Bid Amount	\$ <u>67,575.00</u>
S. C. Sales Tax	\$ <u>3,378.75</u>
Grand Total	\$ <u>70,953.75</u>

COMPANY NAME: LFG SPECIALTIES

SIGNATURE

Print Signature: Daniel K. DeArment

The attached Certificate of Familiarity and Non-Collusion must be returned with bid.

BID NUMBER: 01-15

DATE: December 6, 2001

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

I, the undersigned, having fully familiarized myself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. *By submission of a signed bid, I verify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.* I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

LFC Specialties, Inc
Company Name as registered with the IRS

Daniel K. DeSpain
Authorized Signature

16406 US Route 224E
Correspondence Address

Daniel K. DeSpain
Printed Name

Findlay, OH 45840
City, State, Zip

Construction Mgr
Title

12/4/01
Date

919-424-4589 419-424-4589
Telephone Number Fax Number

S.C. CONTRACTOR'S LICENSE # NA

P.O. Box 2483
Remittance Address

Carol Stream, IL 60132
City, State, Zip

Telephone Number

Toll-Free Number if available

34-1668246
Federal Tax ID Number

SC Sales and Use Tax Number

COUNTY OF OCONEE
Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM

BID NUMBER: 01-15

DATE: November 20, 2001

OPENING DATE AND TIME: December 6, 2001 at 2:00 p.m.

OPENING LOCATION: Oconee County Procurement Office
County Administrative Building, Room 10
415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Blower/Flare Unit for Seneca Landfill

DELIVERY TO: Seneca, SC 29678

The contractor must fully complete the project within the contract time. The contract time includes delivering a usable flare unit to the site. The contract time is 90 calendar days from notice to proceed.

Bidder shall submit an original bid and one copy.

Other factor(s) to consider for award are delivery time, location of company, references and vendor performance.

Bid Amount	\$ <u>39,769.00</u>
S. C. Sales Tax	\$ <u>1,988.45</u>
Grand Total	\$ <u>41,757.45</u>

COMPANY NAME: L.H. & E. International NATURE: L.H. & E. International
Print Signature: Ronald Brookshire President

The attached Certificate of Familiarity and Non-Collusion must be returned with bid.

BID NUMBER: 01-15

DATE: December 6, 2001

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. *By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-2020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.* I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

LFG&E INTERNATIONAL
Company Name as registered
with the IRS

[Signature]
By: *[Signature]* D.M.S.
Authorized Signature

663 Greenfield Drive
Correspondence Address

RONALD BROOKSHIRE
Printed Name

El Cajon, CA 92021
City, State/Zip

PRESIDENT
Title

12/4/01
Date

619.593-3690 619.599-5858
Telephone Number Fax Number

S.C. CONTRACTOR'S LICENSE # N/A

663 Greenfield Drive
Remittance Address

El Cajon, CA 92021
City, State/Zip

619.593-3690
Telephone Number

888.533-LFGE (5343)
Toll-Free Number if available

33-0296334
Federal Tax ID Number

Will be provided upon award
SC Sales and Use Tax Number

PROPOSAL

ROCK BUILDING

OCONEE TOWNPLAYERS ASSOCIATION

BILL WARTHER

Goal

**PERSERVATION OF ROCK
BUILDING THROUGH CONTINUED
OCCUPANCY**

**PROVISION FOR BASIC BUILDING
MAINTENANCE**

Basis for consideration

June, 2001 Council paid for rewiring Rock Building to bring the building to code.

June 15, 2001 a final inspection was made and the building is presently in compliance with building codes.

Lease Proposal

Annual lease \$1 renewable to Lessee

County may cancel with 60 days notice

Lessee responsible for utilities

Lessee responsible basic maintenance

Lessee to have right to sub-let

FOR MORE INFO...

WWW.OCONEETAXPAYER.INFO

Proposal Continued

Provide public conference room and office services for County visitors

Lease to commence when Pardons and Paroles vacates the building

FOR MORE INFO:

December 7, 2001 Proposal letter to Council members

Analysis

Strengths

- No cost to County taxpayers
- Decision on Rock Building may be postponed without compromising building structure
- Parties interested in preservation have more time to plead case
- Rock Building will remain a County asset until further action is taken

Weakness

- Loss of ten courthouse parking spaces

Request

Council approve a motion to authorize the Supervisor to "Hold" the motion for demolition of the Rock Building

Council approve a motion to accept this lease proposal

MEMORANDUM

TO: COUNCIL MEMBERS

FROM: GPAL

SUBJECT: ATTACHED REQUEST

DATE: 12/18/01

Attached please find a copy of two letters that Susie Cornelius placed in your boxes yesterday (12/17/01). When I showed the letter to Mrs. Hughes, she informed me she had not seen the request for the Ozone Taxpayer Association to lease the Rock Building.

Also, B. J. Littleton requested that he and Ms. Cornelius be placed on the agenda to discuss reassessment and taxes. Mrs. Hughes did not feel it was appropriate to place this request on the agenda as this matter has already been discussed by Council and it is past the time to appeal an reassessment notice and taxes cannot be appealed.

log

Memo to: Council Members

From: Bill Warther

Date: December 17, 2001

Attached is a copy of letter from the Oconee Taxpayers Association containing a proposal on the Rock Building. This letter was mailed to you December 8th.

Our understanding is that the county paid this year to re-wire the Rock Building to bring the building up to City of Walhalla code. The final inspection on this code work was June 15, 2001.

Representatives of the Association have twice requested and twice been refused to be put on Council's December 18th agenda.

Today we have a copy of the December 18th meeting agenda and find that on the agenda is a Presentation of Plan for Preservation of Rock Building by Mr. Hadley. This proposal is unrelated to ours.

Question: How do we get our proposal heard? I called each of you this morning and got a recording. I'll try calling you again this evening.

My phone number is 944 6144.

Oconee Taxpayer Association
317-B South Highway 11
West Union, South Carolina 29691

Dec 7, 2000

Mailed Dec 8, 2000

Mr. Kenneth E. Johns, Jr.
Mr. Harry R. Hamilton
Mr. Marion E. Lyles
Mr. H. Frank Ables, Jr.
Oconee County Council

Re: Rock Building

Dear Councilmen:

This is a proposal that the Oconee Taxpayers Association lease from Oconee County the Rock Building situated at the new courthouse site under the following terms:

1. Purpose is to have office space and to provide conference room space and office essentials to the public.
2. Amount of annual lease payment - \$1.00, renewable to the Lessee.
3. Oconee County can cancel the lease with sixty days written notice.
4. Lessee will be responsible for utilities and basic building maintenance.
5. Lessee will have right to sub-let office space according to Walhalla Town ordinances.
6. Lease to commence when Pardons and Paroles vacates the building.

This offer is good until December 31, 2001.

Sincerely,

cc: Ann H. Hugnes, Supervisor-Chair

PROPERTY
REASSESSMENT

OCONEE COUNTY YEAR 2001
PROPERTY TAX REASSESSMENT

Situation

- ◆ Reassessment is inequitable
- ◆ Some taxpayers had difficulty understanding reassessment notice and many failed to file a timely appeal
- ◆ Assessor's office is backlogged with appeals and hearings

People have come to Council meetings, have gone to see Roger Williams and members of the appeals board to get property reassessments adjusted

How Did This Happen?

- ◆ Assessor's office may not have had sufficient help with appraising property
- ◆ There was a new SC code in 2000 which affected reassessments
- ◆ Property sales for last four years were not put on books for amount of sale

Other than Roger Williams no one in the assessor's office is a licensed, certified appraiser. We understand that tax office employees have been to school at county expense, but to date none of these schooled employees have been tested and certified.

Remedies Considered

- ◆ Assessor's office has been instructed to seek assistance with appeals
- ◆ Taxpayers are advised assessment can be appealed for subsequent years beginning January, 2002
- ◆ Public has been told to either appeal, or accept the reassessment

These suggested solutions to the taxpayers dilemma were given to the public by Council at previous Council meetings.

Recommendation #1

- ◆ Disqualify year 2001 reassessment and reassess the county's tax base uniformly and equitably, or give taxpayers more time to appeal 2001 reassessment.
- ◆ SC Code 12-43-2217(B). A county by ordinance may postpone for not more than one property tax year the implementation of revised values resulting from the equalization ...

Council can legally postpone for one year the implementation of revised values

Recommendation #2

- ◆ County Council can legally promulgate an ordinance to extend time for filing of objection to assessment
- ◆ SC Code 12-43-200: Extension of time for filing of objection to valuation and assessment; standard reassessment form. The governing body of the county may by ordinance extend the time for filing and objection to the valuation and assessment of real property resulting from reassessment within a county. The Department of Revenue shall

State law provides that Council can give taxpayers additional time to appeal reassessment.

Fact of Law

- ◆ SC Code 12-43-210: All property must be assessed uniformly and equitably throughout the state.

This law provides that the South Carolina Department of Revenue shall promulgate regulations to ensure equalization which must be adhered to by all assessing officials in the state. Will it be necessary for the Oconee County taxpayer to take unified action for equitable reassessment?

Fact of Law

- ◆ SC Code 12-43-217(B). A county by ordinance may postpone for not more than one property tax year the implementation of revised values resulting from the equalization program provided pursuant to subsection (A).

The postponement ordinance applies to all revised values, including values for state-appraised property. The postponement allowed pursuant to this subsection does not affect the schedule of the appraisal and equalization program. Such a postponement will allow taxpayers opportunity to appeal.

Fact of Law

- ◆ SC Code 12-43-220: Except as otherwise provided, the ratio of assessment to value of property in each class shall be equal and uniform throughout the state.

Please let us beg a question here. At appeal hearings, if some taxpayers have their reassessment reduced to more closely reflect a fair and equitable assessment, how then does the county comply with this law where many taxpayers remain either under-assessed or over-assessed on the value of their property?

Fact of Law

- ◆ SC Code 12-37-223A: As authorized by Sec. 3, Article X, SC Constitution, the General Assembly hereby authorizes the governing body of a county by ordinance to exempt an amount of fair market value of real property located in the county sufficient to limit to *fifteen percent* any valuation increase attributable to a countywide appraisal and equalization program . . .

If any county official or employee has reduced even one taxpayer's assessment so that any property reassessment has been reduced to within fifteen percent of the property's prior value, County Council has precedent for enacting an ordinance under this code . . .

Summary

- ◆ County Council has within their legislatively prescribed power the ability to give relief to inequitably assessed taxpayers in Oconee County

County council does have the authority to give unfairly assessed taxpayers some relief.

REQUEST OF COUNCIL

- ◆ Disqualify year 2001 assessment and do it over with certified appraisers
- ◆ By ordinance extend time for appeal
- ◆ Limit increases to current sales data
- ◆ By ordinance limit property assessment increases to recent sales or 15% increase over previous assessment