

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: May 1, 2007
COUNCIL MEETING TIME: 7:00PM

ITEM TITLE OR DESCRIPTION:

Public Hearing and Third and final reading of Ordinance 2007-03, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT BY AND AMONG OCONEE COUNTY, SOUTH CAROLINA, LIFT, LLC AND LIFT TECHNOLOGIES, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH COMPANIES WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF THEIR INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THEREOF".

BACKGROUND OR HISTORY:

Lift, LLC has purchased the Oconee County Spec Building on Highway 11 and is up-fitting the facility for use by Lift Technologies. Lift Technologies currently has an operation in Oconee County which is located almost directly across the road from this facility. This new facility will be an additional operation and will not replace any of the current operation.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Economic Development Commission has been working with Lift Technologies on this project for well over three years. The current proposal by Lift Technologies is to have 10-12 employees associated with the new process. The total investment by the two companies involved is predicated to be \$3.275M.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

The Economic Development staff recommends that the Council approve this request. This is a great opportunity for Oconee County that may lead to additional jobs and investment in the next 3-5 years.

FINANCIAL IMPACT:

A summary of the fees to be paid by the new operation is attached.

ATTACHMENTS:

Proposed Ordinance, Finance Agreement
Submitted or Prepared By:

James W. Alexander
Economic Development Commission

Approved for Submittal to Council:


Tom Hendricks, Administrator

Reviewed By/Initials:

_____ : County Attorney

_____ N/A _____ : Finance

Illustration of Fee-In-Lieu of Property Tax

Life-Tec
Occurrence

4% locked mortgage

Year	Estimated Normal Taxes (No Incentive)	Estimated Taxes With Abatement	Estimated Fee Schedule	Savings Fee vs. Abatement	30% Special Source Revenue
1	\$67,783	\$45,753	\$38,733	\$7,020	\$ 724
2	\$66,069	\$44,596	\$37,380	\$7,217	\$ 739
3	\$64,314	\$43,412	\$36,027	\$7,385	\$ 754
4	\$62,517	\$42,199	\$34,673	\$7,526	\$ 766
5	\$60,678	\$40,958	\$33,320	\$7,637	\$ 787
6	\$58,798	\$39,799	\$31,967	\$7,828	\$ 809
7	\$56,871	\$38,671	\$30,614	\$8,056	\$ 831
8	\$54,900	\$37,500	\$29,261	\$8,240	\$ 853
9	\$52,983	\$36,293	\$27,915	\$8,368	\$ 875
10	\$51,033	\$35,053	\$26,575	\$8,481	\$ 896
11	\$49,068	\$33,798	\$25,245	\$8,553	\$ 917
12	\$47,088	\$32,528	\$23,925	\$8,605	\$ 937
13	\$45,095	\$31,245	\$22,615	\$8,637	\$ 957
14	\$43,098	\$29,948	\$21,325	\$8,650	\$ 976
15	\$41,098	\$28,638	\$20,045	\$8,653	\$ 995
16	\$39,095	\$27,315	\$18,775	\$8,646	\$ 1,014
17	\$37,088	\$25,978	\$17,525	\$8,629	\$ 1,033
18	\$35,078	\$24,628	\$16,295	\$8,601	\$ 1,052
19	\$33,065	\$23,265	\$15,085	\$8,563	\$ 1,071
20	\$31,048	\$21,888	\$13,895	\$8,515	\$ 1,090
TOTALS	\$1,189,293	\$1,064,811	\$920,154	\$464,657	\$ 23,253
NPV	\$637,558	\$551,582	\$339,969	\$211,808	\$ 16,978

Assumptions

Trade-Dep't	\$	100% 0.00
Taxable Level of Sale	3	22.0000
Food Value		0.0000
Energy Expense		0.0000
Energy Credits		0.00%
Annual Depreciation		1%
New Firm Expense		0%
Fee Discount Rate		7.00%

ORDINANCE NO. 2007-03

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT BY AND AMONG OCONEE COUNTY, SOUTH CAROLINA, LIFT, LLC AND LIFT TECHNOLOGIES, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH COMPANIES WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF THEIR INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby 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; and

WHEREAS, the County is authorized by Section 4-29-68, Code of Laws of South Carolina 1976, as amended, and Section 4-1-175 of the Multi-County Park Act (collectively, the "Infrastructure Credit Act") to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate used in the operation of a manufacturing or commercial enterprise ("Infrastructure"); and

WHEREAS, the Oconee County Council ("County Council") has agreed to assist Lift, LLC, a South Carolina limited liability company (as owner of the real property and improvements thereon) (the "Landlord") and Lift Technologies, Inc., a corporation organized and existing under the laws of the State of South Carolina (as owner of the personal property and lessee of the real property and improvements thereon) (the "Company"), in the establishment in the County of a manufacturing facility of the Company (the "Project") by (i) maintaining the Project in a joint county industrial and business park established pursuant to the Multi-County Park Act, and (ii) pursuant to the Infrastructure Credit Act, providing for infrastructure credits against payments in lieu of taxes by the Landlord in respect of investment by the Landlord and, if applicable, the Company in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Landlord and the Company are informed by the County that the land upon which the Project is located is currently in a joint county industrial and business park established with Pickens County, South Carolina (the "Park") pursuant to the Multi-County Park Act and an agreement dated as of May 4, 1998 between the County and Pickens County, as amended (the "Park Agreement"); and

WHEREAS, pursuant to the provisions of the Park Agreement, the Landlord and the Company are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County Council has agreed to provide infrastructure credit financing by providing a 30% annual infrastructure credit against fee in lieu of tax payments with respect to the Project by the Landlord and the Company for the initial 20 years of fee in lieu of tax payments made by the Company and the Landlord for the Project, all to reimburse the Landlord and, if applicable, the Company, for a portion, but not more than all, of the cost of their investment in qualified infrastructure in respect of the Project, provided that the Company and the Landlord together invest not less than \$3,275,000 during the initial (non-extended) investment period otherwise allowable under Chapter 44 of Title 12, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the County has determined and found, on the basis of representations of the Landlord and the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, 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; that the purposes to be accomplished by the Project, i.e., economic development, keeping of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

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

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

Section 1. The Chairman of County Council for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Infrastructure Agreement and the performance of all obligations of the County under and pursuant to the Infrastructure Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

Enacted in meeting duly assembled this _____ day of _____, 2007.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, County Council of
Oconee County

Attest:

By: _____
Clerk, County Council of
Oconee County

First Reading: April 3, 2007
Second Reading: April 17, 2007
Third Reading: May 1, 2007
Public Hearing: May 1, 2007

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of April 3, 2007, April 17, 2007 and May 1, 2007, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Oconee County

Dated: May 1, 2007

INFRASTRUCTURE FINANCE AGREEMENT

among

OCONEE COUNTY, SOUTH CAROLINA,

LIFT, LLC

and

LIFT TECHNOLOGIES, INC.

Dated as of _____ 1, 2007

INFRASTRUCTURE FINANCE AGREEMENT

THIS INFRASTRUCTURE FINANCE AGREEMENT, dated as of _____ 1, 2007 (this "Agreement"), among **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), **LIFT, L.L.C.**, a South Carolina limited liability company (the "Landlord"), and **LIFT TECHNOLOGIES, INC.**, a South Carolina corporation (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Infrastructure Credit Act"), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the Company intends to establish a manufacturing facility in the County (the "Project"), and in furtherance of the same, will lease the land described in Exhibit A hereto (the "Land") as well as such improvements thereon as shall be constructed by the Landlord; and

WHEREAS, the Landlord and the Company have represented to the County that the aggregate investment by those parties in the Project as of December 31, 2012, will equal at least \$3,275,000; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an agreement, dated as of May 4, 1998, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976, as amended (the "Park Agreement"), and have designated the Land as being included within the Park; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Landlord and the Company are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Landlord and, as applicable, the Company, in reimbursement of a portion of the Landlord's and the Company's investment in the real property, improvements thereon and related infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on May 1, 2007, following conducting a public hearing held on that date;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County, the Landlord and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"*Act*" shall mean, collectively, Title 4, Chapter 1, and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereof.

"*Agreement*" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"*Company*" shall mean Lift Technologies, Inc., a South Carolina corporation, its successors and assigns.

"*Cost of the Infrastructure*" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

"*County*" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"*Fee Payments*" shall mean the aggregate payments in lieu of taxes made by the Landlord and the Company with respect to the Project by virtue of the Project's location in (i) the Park or (ii) in any joint county industrial park created by the County and a partner county pursuant to a successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Act or any successor provision.

"*Infrastructure*" shall mean infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County.

"*Infrastructure Credits*" shall mean the credits to the Landlord's and, if applicable, the Company's fee in lieu of tax payments to reimburse the Landlord and/or the Company for investment in Cost of the Infrastructure in the amounts set forth in Section 3.02 hereof.

"*Landlord*" shall mean Lift, LLC, a South Carolina limited liability company, its successors and assigns.

"*Multi-County Fee Payments*" shall mean payments in lieu of taxes with respect to the Project to be received by the County and currently payable to (i) pursuant to the Park Agreement, Pickens County in an annual amount equal to one percent (1%) of the gross amount of payments in lieu of taxes payable with respect to the Project, or (ii) the partner county under any successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Act or any successor provision.

"*Net Fee Payments*" shall mean the Fee Payments retained by the County after payment of the Multi-County Fee Payments.

"*Ordinance*" shall mean the ordinance enacted by the County Council on May 1, 2007 authorizing the execution and delivery of this Agreement.

"*Park Agreement*" shall mean the _____, dated as of May 1, 1998, between the County and Pickens County, South Carolina, as the same may be amended or supplemented from time to time.

"*Park*" shall mean (i) the Joint County Industrial Business Park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act or any successor provision with respect to the Project.

"*Person*" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"*Project*" shall mean the Landlord's and the Company's acquisition, construction and installation of land, buildings, equipment, furnishings, structures, fixtures, appurtenances and other materials for the purpose of establishing a manufacturing facility within the County.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Landlord and, if applicable, the Company, for a portion of the cost of the infrastructure for the purpose of promoting the economic development of the County.

(c) To the best of its knowledge, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the

County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Landlord. The Landlord makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Landlord is a South Carolina limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any company restriction or any agreement or instrument to which the Landlord is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Landlord, other than as may be created or permitted by this Agreement.

SECTION 2.03. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a South Carolina corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina, is authorized to conduct business in the State of South Carolina, has power to enter into this Agreement, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company and the Landlord will use commercially reasonable efforts to invest, in the aggregate, not less than \$3,275,000 in the Project by December 31, 2012.

SECTION 2.04. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on _____ (the "Original Termination Date"). In this respect, unless this Agreement shall have been previously terminated in accordance with its terms, the County agrees that on or prior to the Original Termination Date, it will cause either (a) the Original Termination Date to be extended under the Park Agreement to a date which is no earlier than the Agreement Termination Date or (b) pursuant to Section 4-1-170 of the Act or any successor provision, the Project to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the Agreement Termination Date.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Infrastructure Credits.

(a) In order to reimburse the Landlord and, if applicable, the Company, for a portion of the Cost of the Infrastructure as permitted by the Act, commencing with the first annual payment of fees in lieu of taxes payable by the Landlord with respect to the Project (which is expected to be payable by [January 15, 2009], the County hereby agrees to provide to the Landlord an annual Infrastructure Credit equal to thirty percent (30%) of the Net Fee Payments over the initial twenty (20) years of Fee Payments with respect to the Project; provided, however, that in no event shall the cumulative aggregate amount of Infrastructure Credits received hereunder exceed, at any point in time, the cumulative dollar amount expended by the Landlord and the Company in the aggregate of Costs of Infrastructure.

(b) In the event the Landlord and the Company shall have failed to invest at least \$5,275,000 in the aggregate in the Project by December 31, 2012, the Landlord and the Company shall cause payment to be made to the County in an amount equal to the aggregate amount of Infrastructure Credits previously received hereunder.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER

THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Landlord and the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Landlord and the Company may reasonably request.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Landlord and the Company. Subject to the provisions of Section 7.04 hereof, the County hereby acknowledges that the Landlord or the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Landlord or the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Landlord and, if applicable, the Company, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person.

ARTICLE V

SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Landlord and the Company a first priority lien and security interest in and to the Net Fee Payments for performance by the County of its obligations under this Agreement.

SECTION 5.02. Obligations Secured. The security interest herein granted shall secure all obligations of the County to the Landlord and the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the Landlord or the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by the Landlord or the Company. Upon the happening and continuance of any Event of Default, then and in every such case the Landlord or the Company, in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) pay only as much as is not in dispute under this Agreement;
- (d) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Landlord and the Company;
- (e) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Landlord or the Company; or
- (f) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Landlord or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of the Landlord or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Termination. This Agreement shall terminate on the date upon which all Infrastructure Credits provided for in Section 3.02(a) hereof have been credited to the Landlord and, if applicable, the Company.

SECTION 7.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.03. Provisions of Agreement for Sole Benefit of the County, the Landlord and the Company; Company as Third Party Beneficiary of Landlord's Rights.

(a) Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County, the Landlord and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Landlord and the Company.

(b) It is intended herein that the Company, as lessee of the land and improvements thereon, and as the party ultimately liable, vis-à-vis the Landlord pursuant to the terms of its lease with the Landlord, for the payment of fees in lieu of taxes with respect to the Project, shall be deemed a third party beneficiary in all respects of the rights of the Landlord herein of its rights to receive and enjoy the Infrastructure Credits. Accordingly, and notwithstanding anything in this Agreement to the contrary, the Company shall have all rights provided herein to the Landlord to enforce any of the Landlord's rights hereunder.

SECTION 7.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.05. No Liability for Personnel of the County, the Landlord or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or the Landlord or any of their officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-

receipt requested, restricted delivery, postage prepaid, addressed as follows or by mailing such notice to its Registered Agent for Service of Process at its Registered Office in South Carolina:

- (a) if to the County: Georgetown, South Carolina
c/o Quonee County Administrator

- (b) if to the Landlord: Lift, LLC
Attn: Steve Collins
Post Office Box 130
Roebuck, South Carolina 29376
- with a copy to: Haynsworth Smiler Boyd, P.A.
Attn: Frank T. Davis, III
Post Office Box 2048
Greenville, South Carolina 29602
- (b) if to the Company: Lift Technologies, Inc.
Attn: _____

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Landlord or the Company shall also be given to the others. The County, the Landlord and the Company may, by notice given under this Section 7.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Administrator of the County and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and Lift, LLC and Lift Technologies, Inc. have caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, County Council of
Oconee County, South Carolina

ATTEST:

Clerk to County Council of
Oconee County, South Carolina

[Signatures Page – Infrastructure Finance Agreement]

LIFT, LLC

By: _____

Name: _____

Title: _____

LIFT TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

[Signature Page - Infrastructure Finance Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 5/1/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of Proclamation Recognizing Foster Care Families.

BACKGROUND OR HISTORY:

The Department of Social Services requested that Council adopt this proclamation as May is "National Foster Care Month"

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends adoption of proclamation.

FINANCIAL IMPACT:

N/A

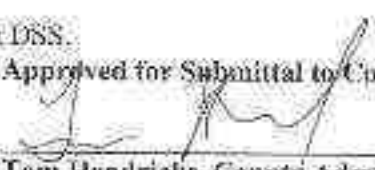
ATTACHMENTS:

Proposed proclamation and correspondence from DSS.

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed by:

___ N/A ___ : Finance

___ N/A ___ : County Attorney

**OCONEE COUNTY COUNCIL
PROCLAMATION**

WHEREAS, there are children in Oconee County who, through circumstances beyond their control, have been removed from their families in order to assure they are safe and healthy; and

WHEREAS, foster families recognize the need for all children to be loved and nurtured so that they may grow up to be happy, productive and responsible adults; and

WHEREAS, these children, as well as the staff of the Department of Social Services, are grateful to families that continue to open their hearts and homes loving and caring for these children; and

WHEREAS, foster families in Oconee County are to be commended for their tireless encouragement and being there for these children.

NOW THEREFORE, BE IT PROCLAIMED BY THE OCONEE COUNTY COUNCIL, in session duly assembled with a quorum present and voting, that foster families be recognized during the month of May 2007 which is "National Foster Care Month".

Approved & Adopted on first and final reading this 1st day of May 2007 as evidenced by the hand of the Council Chair, attested by the Clerk to Council.

Marion E. Lyles, Chair
Oconee County Council

Attest:

Opal G. Green, Clerk
Oconee County Council

DSS

Serving Children and Families

KATHLEEN W. HAYES, PH.D.
STATE DIRECTOR

MARK SANFORD
GOVERNOR

TO: Frank Ables, Chairman, Oconee County Council
FROM: Jan Hopkins, Oconee DSS *JH*
RE: Proposed Proclamation for DSS foster families

Chairman Ables, I am requesting the following proclamation be read at a county council meeting during the month of May which is National Foster Care Month.

We are grateful for the on-going service of foster families in Oconee County. These families continue to open their hearts and their homes to the children of Oconee County who, through circumstances beyond their control, have been removed from their own families to assure they are safe and healthy. These foster families recognize the need for children to be loved and nurtured each day in order to become productive and responsible adults. The foster families in Oconee County are to be commended for their tireless service to these children and recognized during May, which is National Foster Care Month.

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 5/1/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of Revised 2007-08 fiscal year budget for the Keowee Fire Department.

BACKGROUND OR HISTORY:

Ordinance 2003-12 gives Goosee County Council the authority to adopt the millage for the Keowee Fire Department.

CONSIDERATION OR CONCERNS:

This is a revised budget which we believe takes care of the concerns expressed by Council.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council consider adoption of this budget for the Keowee Fire Department for fiscal year 2007-08.

FINANCIAL IMPACT:

The Keowee Fire Department has removed the 14.5 mil increase from their proposed budget which will leave the millage the same as last year for the residents for that fire district.

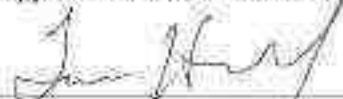
ATTACHMENTS:

Revised 2007-08 Keowee Fire Department Budget

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council


Tom Hendricks, County Administrator

Reviewed By/Initials:

_____ Finance

_____ Attorney

_____ N/A _____ Other

CERTIFICATION

This is to certify that public hearings pertaining to the adoption of the 2007-08 budget for the Keowee Fire Department were held on February 12, March 12, April 9, and April 24, 2007.

The vote to adopt was as follows:

YES:


Don Chamberlain


Jack Leitch


Steve LeFevre


Les McMahon


Ray Schmelter

NO:

None


Jack Leitch
Treasurer

REVISED

2007-2008 KFD BUDGET

Millage Rate 13.7

JULY 1, 2007 - JUNE 30, 2008

ACCOUNT	DESCRIPTION	BUDGET	SUBTOTALS	TOTALS
REVENUE				
3010	COUNTY CONTRIBUTIONS	\$10,000		
3020	DONATIONS	\$0		
3030	REAL ESTATE PROPERTY TAX	\$477,600		
3031	VEHICLE TAX	\$28,500		
3035	PERSONAL PROPERTY TAX	\$11,800		
3036	HOMESTEAD TAX	\$21,800		
3040	DUKE ENERGY CONTRIBUTION	\$25,000		
3045	LATE FEES	\$8,000		
3050	INTEREST INCOME	\$7,000		
3060	GRANTS	\$0		
	TOTAL REVENUE	\$589,700		\$589,700
EXPENSES				
PAYROLL				
6050	SALARIES	\$168,500		
6060	OVERTIME	\$0		
6065	WAGES-TEMPS	\$31,600		
6070	FUNDING - PERSONAL DAYS	\$5,200		
	TOTAL PAYROLL		\$205,300	
PAYROLL TAXES/BENEFITS				
6100	EMPLOYER'S PAYROLL TAX	\$18,900		
6105	WORKER'S COMPENSATION	\$16,000		
6110	HEALTH INSURANCE	\$25,700		
6120	PENSION COMPENSATION	\$21,000		
	TOTAL TAXES/BENEFITS		\$79,600	
OTHER EMPLOYEE EXPENSE				
6150	PROFESSIONAL DEVELOPMENT	\$2,500		
6155	MILEAGE	\$2,000		
6160	UNIFORMS/CLOTHING	\$3,000		
6165	PHYSICAL EXAMS	\$4,000		
6170	PHYSICAL EDUCATION EXPENSE	\$1,750		
6175	FIRST AID SUPPLIES	\$240		
6176	EDUCATIONAL EXPENSE	\$2,000		
6177	VOLUNTEER INCENTIVE PROGRAM	\$24,000		
	TOTAL OTHER EMPLOYEE EXP.		\$39,490	
	TOTAL EMPLOYEE EXPENSE			\$324,390
FACILITY EXPENSE				
6200	BUILDING / GROUNDS	\$7,000		
6205	BUILDING LEASE	\$20		
6210	ALARM SYSTEM	\$300		
6215	PEST SERVICES	\$750		
6220	WATER/SEWER	\$2,400		
6225	ELECTRICITY	\$7,500		
6227	PROPANE FULL COSTS	\$0		
6230	TELEPHONE SERVICE	\$3,500		
6235	CELLULAR PHONE SERVICE	\$1,920		
6240	INTERNET SERVICE	\$850		
6242	WEBSITE	\$200		
6245	TRASH PICKUP	\$200		
6246	DDUX HOLLOW STATION	\$2,400		
6247	HEADQUARTERS STATION	\$0		
6248	FALLS STATION	\$0		
6250	MISCELLANEOUS FACILITY EXPENSE	\$500		
	TOTAL FACILITY EXPENSE		\$27,740	\$27,740
EQUIPMENT EXPENSE				
6305	VEHICLE REPAIR/MAINTENANCE	\$5,000		
6310	FUEL/LUBRICANTS	\$7,000		

72	6315 MINOR VEHICLE REPAIR	\$1,500		
73	6320 OFFICE EQUIPMENT RENTAL	\$1,525		
74	6325 OFFICE EQUIP. REPAIR / MAINTENANCE	\$150		
75	6330 MISCELLANEOUS OFFICE EQUIPMENT	\$750		
76	6331 LOCK BOXES	\$0		
77	6335 COMMUNICATION EQUIPMENT	\$5,000		
78	6340 EQUIPMENT TESTING	\$4,400		
79	6341 HYDRANT TESTING	\$2,100		
80	6345 PROTECTIVE GEAR	\$10,000		
81	6347 NOZZLES/HOSES	\$4,000		
82	6350 OTHER EQUIPMENT & TOOLS	\$4,000		
83				
84	TOTAL EQUIPMENT EXPENSE		\$45,825	
85				
86	MATERIALS/SUPPLIES			
87	6400 GENERAL OFFICE SUPPLIES	\$1,500		
88	6405 DATA PROCESSING SUPPLIES	\$1,200		
89	6410 SMALL TOOLS	\$1,200		
90	6415 CLEANING SUPPLIES	\$2,000		
91	TOTAL MAT/SUP		\$5,900	
92	TOTAL EQUIP/MAT/SUP			\$51,325
93				
94	OUTSIDE SERVICES			
95	6450 CONSULTING	\$2,000		
96	6455 POSTAGE/SHIPPING	\$1,000		
97	6460 ACCOUNTING SERVICES	\$3,700		
98	6465 AUDIT	\$7,500		
99	6470 LEGAL	\$5,000		
100	6475 BANKING SERVICES	\$0		
101	TOTAL OUTSIDE SERVICES		\$19,200	\$19,200
102				
103	TAXES, LICENSE, INSURANCE			
104	6500 PROPERTY TAXES	\$0		
105	6505 VEHICLE LICENSES	\$0		
106	6510 VEHICLE INSURANCE	\$2,500		
107	6515 FACILITY INSURANCE	\$5,000		
108	6520 LIABILITY INSURANCE	\$2,500		
109	6525 DISABILITY INSURANCE	\$2,500		
110	TOTAL TAXES, LIC, INS		\$12,500	\$12,500
111				
112	MISCELLANEOUS EXPENSE			
113	6600 DUES/SUBSCRIPTIONS	\$1,650		
114	6605 FIRE MEETINGS / CONFERENCES	\$2,000		
115	6610 REGISTRATION AND FEES	\$2,000		
116	6615 TRANSPORTATION AND LODGING	\$3,000		
117	6619 IN-HOUSE MEETING EXPENSE	\$1,500		
118	6620 MEALS	\$2,500		
119	6625 REFERENCE MATERIALS	\$1,200		
120	6630 AWARDS	\$1,500		
121	6632 PUBLIC EDUCATION	\$7,000		
122	6635 OTHER EXPENSES	\$1,000		
123	6636 GRANT WRITING	\$500		
124	6637 NEWSPAPER ADS	\$200		
125	TOTAL MISC. EXPENSE		\$24,050	\$24,050
126				
127	TOTAL EXPENSES (LESS BOND)		\$459,205	\$459,205
128				
129	BOND PAYMENT	\$76,702		
130	TOTAL BOND EXPENSE		\$76,702	\$76,702
131				
132	TOTAL EXPENSES		\$535,907	\$535,907
133				
134	CAPITAL RESERVE		\$53,793	\$53,793
135				
136				
137	TOTAL REQUIREMENTS		\$589,700	\$589,700

2007-2008 KFD BUDGET

Milage Rate 14.5

JULY 1, 2007 - JUNE 30, 2008

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71
ACCOUNT		DESCRIPTION		BUDGET	SUBTOTALS	TOTALS																																																																
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	3060	3060	GRANTS	\$0																																																																		
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77	6355 COMMUNICATION EQUIPMENT	\$5,000		
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80	6345 PROTECTIVE GEAR	\$10,000		
81	6347 NOZZLES/HOSES	\$4,000		
82	6350 OTHER EQUIPMENT & TOOLS	\$4,000		
83				
84	TOTAL EQUIPMENT EXPENSE		\$45,425	
85				
86	MATERIALS/SUPPLIES			
87	6400 GENERAL OFFICE SUPPLIES	\$1,500		
88	6405 DATA PROCESSING SUPPLIES	\$1,200		
89	6410 SMALL TOOLS	\$1,200		
90	6415 CLEANING SUPPLIES	\$2,000		
91	TOTAL MAT/SUP		\$5,900	
92	TOTAL EQUIP/MAT/SUP			\$51,325
93				
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95	6450 CONSULTING	\$2,000		
96	6455 POSTAGE/SHIPPING	\$1,000		
97	6460 ACCOUNTING SERVICES	\$3,700		
98	6465 AUDIT	\$7,500		
99	6470 LEGAL	\$5,000		
100	6475 BANKING SERVICES	\$0		
101	TOTAL OUTSIDE SERVICES		\$18,200	\$19,200
102				
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107	6515 FACILITY INSURANCE	\$5,000		
108	6520 LIABILITY INSURANCE	\$2,500		
109	6525 DISABILITY INSURANCE	\$2,500		
110	TOTAL TAXES, LIC, INS		\$12,500	\$12,500
111				
112	MISCELLANEOUS EXPENSE			
113	6600 DUES/SUBSCRIPTIONS	\$1,650		
114	6605 FIRE MEETINGS / CONFERENCES	\$2,000		
115	6610 REGISTRATION AND FEES	\$2,000		
116	6615 TRANSPORTATION AND LODGING	\$1,000		
117	6619 IN-HOUSE MEETING EXPENSE	\$1,500		
118	6620 MEALS	\$2,500		
119	6625 REFERENCE MATERIALS	\$1,200		
120	6630 AWARDS	\$1,500		
121	6632 PUBLIC EDUCATION	\$7,000		
122	6635 OTHER EXPENSES	\$1,000		
123	6638 GRANT WRITING	\$500		
124	6637 NEWSPAPER ADS	\$200		
125	TOTAL MISC. EXPENSE		\$24,050	\$24,050
126				
127	TOTAL EXPENSES (LESS BOND)		\$459,205	\$459,205
128				
129	BOND PAYMENT	\$76,702		
130	TOTAL BOND EXPENSE		\$76,702	\$76,702
131				
132	TOTAL EXPENSES		\$535,907	\$535,907
133				
134	CAPITAL RESERVE		\$58,293	\$58,293
135				
136				
137	TOTAL REQUIREMENTS		\$594,200	\$594,200

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 5/1/07
COUNCIL MEETING TIME: 7:00**

ITEM TITLE OR DESCRIPTION:

Authorization for Rural Fire satellite stations to apply for Homeland Security Assistance to Firefighters Grant Program.

BACKGROUND OR HISTORY:

The Assistance to Firefighters Grant Program (AFG) provides financial assistance directly to fire departments and nonaffiliated EMS organizations to enhance their abilities with respect to fire and fire-related hazards. The primary goal is to help fire departments and nonaffiliated EMS organizations meet their firefighting and emergency response needs. AFG seeks to support organizations that lack the tools and resources necessary to more effectively protect the health and safety of the public and their emergency response personnel with respect to fire and all other hazards.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Homeland Security grant will provide funds to purchase a variety of equipment.

Fire Department Estimated Total Grant Amount Match Requirement (5% of Total Award)

Salem Fire Dept.	\$180,000	\$9,000
Corinth-Shiloh Fire Dept	\$300,000	\$15,000
Cross Roads Fire Dept	\$100,000	\$5,000
Pickett Post Fire Dept	\$110,000	\$5,500
Keowee Ebenezer Fire Dept	\$162,538	\$8,127
Oakway Fire Dept	\$195,000	\$9,750
Fair Play Fire Dept	\$225,000	\$11,250
South Union Fire Dept	\$134,634	\$6,732

TOTAL GRANTS \$1,407,172

TOTAL LOCAL MATCH \$70,359

STAFF RECOMMENDATION:

Council authorize these grant applications and direct staff to include the local grant match of \$70,359 in the FY 2007-2008 Rural Fire Budget.

FINANCIAL IMPACT:

Total Cost of Grant Program

- Homeland Security Assistance to Firefighters Grant Program = \$1,407,172
- **TOTAL LOCAL MATCH COMMITMENT = \$70,359**

ATTACHMENTS:

Equipment List

Submitted or Prepared By:
Veronda Holcombe-Lewis

Approved for Submission to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Other

C: Clerk to Council

Equipment List

Salem Fire Dept

Equipment list unavailable

Corinth-Shiloh Fire Dept

Personal Protective Equipment (PPE), station generator, bay exhaust, NFPA engine equipment, training, modifications to station, fire safety trailer, fire prevention equipment, handouts, smoke detectors

Cross Roads Fire Department

NFPA compliant service truck

Pickett Post Fire Dept

Wild lands apparatus, training, technology equipment

Keowee Ebenezer Fire Dept

Wild land gear, Scott air pack, PPE

Oakway Fire Dept

Quick Attack Pumper, thermal imaging camera, ladder, gas detector, hose roller, washer extractor, training for extractor, gear dryer, generator, extrication equipment

Fair Play Fire Dept

Quick Attack Pumper, misc. equipment

South Union Fire Dept

PPE, air packs, face masks

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 5/1/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Authorization for Rural Fire to apply for Homeland Security Assistance to Firefighters Grant Program.

BACKGROUND OR HISTORY:

The Assistance to Firefighters Grant Program (AFG) provides financial assistance directly to fire departments and nonaffiliated EMS organizations to enhance their abilities with respect to fire and fire-related hazards. The primary goal is to help fire departments and nonaffiliated EMS organizations meet their firefighting and emergency response needs. AFG seeks to support organizations that lack the tools and resources necessary to more effectively protect the health and safety of the public and their emergency response personnel with respect to fire and all other hazards.

SPECIAL CONSIDERATIONS OR CONCERNS:

- FY 07 Homeland Security Assistance to Firefighters Grant Program
- Request for: (1) Aerial Platform 160'(+/-) Truck
(1) Pumper Truck
Miscellaneous vehicle equipment and driver/operator training
- Grant = \$1,000,000
- Local Match Required = \$200,000

STAFF RECOMMENDATION:

Approval to apply for Homeland Security Assistance to Firefighters Grant Program.

FINANCIAL IMPACT:

- Total cost of grant program
- Homeland Security Assistance to Firefighters Grant Program = \$1,000,000
 - Local Match Required = \$200,000

It is requested that Council make provisions to set aside the \$200,000 in the upcoming budget (FY 2007-2008 Budget).

ATTACHMENTS:

Submitted or Prepared By:
Veronda Holcombe-Lewis

Approved for Submital to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

County Attorney

 _____
Finance

Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 5/3/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Reconsideration of Request for Change Order to New World Purchase Order #42315 for redundancy system for 911 system.

BACKGROUND OR HISTORY:

See attached AIS prepared by John Murray

SPECIAL CONSIDERATIONS OR CONCERNS:

See attached AIS prepared by John Murray

STAFF RECOMMENDATION FOR COUNCIL ACTION:

See attached AIS prepared by John Murray

FINANCIAL IMPACT:

See attached AIS prepared by John Murray

ATTACHMENTS:

AIS prepared by John Murray and agreement between New World Systems and Oconee County
Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Quat O. Green _____


Tom Hendricks, County Administrator

Reviewed by/initials:

_____ :County Attorney

_____ :Finance

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 3-20-2007
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

To provide a replacement redundancy solution for the previously purchased redundancy module from New World Systems for the Communications 911 Center.

BACKGROUND OR HISTORY:

With the contract modification, our Change Order Number 5, dated September 15, 2005, Oconee County was to have a redundancy capability for the Communications 911 Center. This capability was installed by New World Systems. In the spring of 2006, we were advised by New World Systems that they were withdrawing the redundancy option because of technical difficulties and problems with software design. They subsequently provided us a credit for the redundancy module and installation. New World has recommended a new redundancy solution, engineered with third party software and hardware, which has proven successful in other New World site locations. The solution will require additional hardware, new software, and installation services.

SPECIAL CONSIDERATIONS OR CONCERNS:

Oconee Memorial Hospital is the backup site for the Oconee County Communications 911 Center. When Oconee County approved the hospital as the backup site, it was agreed that each site would be an automatic reciprocal backup for each others Computer Aided Dispatch System (CAD). Without a redundancy capability, we will have no means of dispatching in the event of a major system failure.

STAFF RECOMMENDATION:

We recommend that this redundancy solution be purchased at an additional cost of \$23,731.25 from New World Systems as a Change Order to the original Purchase Order #2315. Without this redundancy capability, Oconee County increases its risk of total system failure. If a system failure occurred during a major emergency event, it would significantly impact all emergency services within Oconee County, including police, fire, rescue, and EMS.

FINANCIAL IMPACT:

Hardware	\$11,525.00
Software	23,840.00
Installation	9,300.00
Sub Total	\$44,665.00
Sales Tax	866.25
Less credits from New World	(21,300.00)
Total Costs	\$23,731.25

Funding is available in the 012-104-50104-00000 Communications/911 Center Account.

ATTACHMENTS:

Contract for change, dated February 22, 2007

ATTACHMENTS:

Contract for change, dated February 22, 2009

Submitted or Prepared by:
John A. Murray, Director
Communications 911


(Department Head)

Approved By:


Tom Hendricks,

Deecee County Administrator

Reviewed By: Initials:

 T/E County Attorney

 SL Finance WAT Procurement

C: Clerk to Council



New World Systems
 The World's Best... *Hardware*... *Software*... *Services*

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES

February 22, 2007

This agreement (Agreement) between Oconee County, South Carolina (Customer) and New World Systems[®] Corporation, (New World) is to cover the procurement of Computer Hardware, Proprietary Software products and services by New World for Customer.

The attached specification (Exhibit 1) describes the products and services that Customer will be obtaining through New World. By their written approval below, Customer authorizes New World to order the Exhibit 1 products for delivery to:

Mr. John Mabrey
Emergency Communications Director
 Oconee County
 300 S. Church Street
 Walhalla, SC 29691

Upon execution of this Agreement, a down payment of 50% of the Exhibit 1 cost is due. The balance is due upon delivery of the Computer Hardware. Customer agrees that failure to pay the amount billed within fifteen (15) days will result in a daily finance charge equal to 1% (0.01) of the Exhibit 1 cost. If applicable, the finance charge will be computed and advised separately based on the receipt of Customer's payment to New World for exhibit 1 amounts due. Customer agrees to pay all applicable finance charges (if any, promptly).

Customer is responsible for the site preparation and related costs to install the Exhibit 1 products. Customer is responsible for any related product charges, including re-stocking and shipping fees, for all 3rd party products ordered by New World on the Customer's behalf. Actual and reasonable travel expenses incurred by New World and actual employee travel time up to but not to exceed four (4) hours per Customer visit, are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the terms of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

After execution of this Agreement, the Exhibit 1 components and cost may be changed by mutual agreement of both parties. If a change order in the specifications requires additional costs, New World shall notify Customer of the additional costs and with Customer's approval these costs shall be borne by Customer. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected Agreements with vendors and New World shall not conform the ordering of any Exhibit 1 products without Customer's authorized signature on this Agreement. Customer shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS[®] CORPORATION
 (New World)

OCCONEE COUNTY, SOUTH CAROLINA
 (Customer)

By: _____
 Larry D. Lanham, President

By: _____
 Authorized Signature Title

By: _____
 Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that he/she has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES

February 22, 2007

EXHIBIT 1
CONFIGURATION

A. SYSTEM HARDWARE		
ITEM	DESCRIPTION	INVESTMENT
1	High Availability Hot Standby System (County Hospital) HP ProLiant DL140 G3 1U Rack Mountable Server - (1) Intel Xeon E160 Dual Core Processor (3.0GHz, 1333MHz FSB) - 1GB System Memory - (2) HP 146GB 15K-RPM SAS Disk Drives (RAID 1) - HP Smart Array E200/428 Controller - 24X CD/DVD Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 3-Year 24/7/4 Support Upgrade	\$4,375
2	Domain Controller (County Hospital) HP ProLiant DL320 G3 1U Rack Mountable Server - (1) Intel Xeon 3020 Dual Core Processor (2.4GHz, 1066MHz FSB) - 1GB System Memory - (2) HP 72GB 15K-RPM SAS Disk Drives (RAID 1) - HP 5 Internal Port 64/133 PCI-X SAS HBA w/Cable Kit - 24X CD/DVD Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 3-Year 24/7/4 Support Upgrade	\$3,375
3	Domain Controller (911) HP ProLiant DL320 G3 1U Rack Mountable Server - (1) Intel Xeon 3020 Dual Core Processor (2.4GHz, 1066MHz FSB) - 1GB System Memory - (2) HP 72GB 15K-RPM SAS Disk Drives (RAID 1) - HP 8 Internal Port 64/133 PCI-X SAS HBA w/Cable Kit - 24X CD/DVD Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 3-Year 24/7/4 Support Upgrade	\$3,375
Total System Hardware		\$11,125

New World Purchase Order for Software, Redundancy, and Hospital Implementation
Purchase Order 423*5, Change Order Number 5

Total amount of contract	\$	93,170.00
Maintenance not paid, we have not seen invoiced	\$	(24,320.00)
Unused Training	\$	<u>(2,689.15)</u>
Amount paid	\$	66,160.85
Amount paid by OMB	\$	<u>(24,230.85)</u>
Amount paid by Occanee County	\$	31,920.00
Unused Professional Services and Training	\$	<u>(1,920.00)</u>
Credit received for Redundancy to date	\$	30,000.00
Amount spent for CAD Auto Routing (Change Order 11)	\$	<u>(20,790.00)</u>
Redundancy credit balance	\$	9,300.00
Other credits (Alarm Company, Fire Program Interfaces)	\$	<u>12,000.00</u>
Total credits due	\$	21,300.00

RECEIVED

SEP 29 2005

EDGEWATER COUNTY
PURCHASING DEPT.



Edgewater County Procurement Office

111 S. Pine Street, Walhalla, SC 29691

Phone: (864) 836-1111, fax: (864) 638-9193

Procurement Director: *Marlene A. Dillard*
Special Services and Administration: *Carol*

Contract # 04-0001, 04-0002

COPY TO

CHANGE ORDER

12 New World Systems Corp.
888 W. Big Beaver, Ste 600
Troy, MI 48064-4749
Attn: Carl Stebbins

CHANGE ORDER NUMBER

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

42915

10/27/2004

You are hereby directed to make the following changes in this Purchase Order and subject dates 9-30-2004:

Delete Change Order 2 and proposal dated 12-14-04 and replace with proposal dated 9-7-2005

41,170.00

Due to change in utilizing the hospital as a remote/redundant server location. Additional cost includes additional licensing, training, and maintenance for an increase of \$52,100.00

53,100.00

Total this Change Order

94,270.00

The original Purchase Order sum was:	414,185.00
Net change by previous Change Orders:	327,894.00
Purchase Order sum prior to this Change Order was:	842,079.00
P.O. sum will be increased by this Change Order:	32,000.00
New P.O. sum including this Change Order will be:	880,084.00
Delivery time will be:	January 31, 2006

Vendor: New World Systems Corp.
888 W. Big Beaver, Ste 600
Troy, MI 48064-4749

Buyer: Marlene A. Dillard
415 South Pine Street
Walhalla, SC 29691

By:

[Signature]

By:

[Signature]
Marlene A. Dillard

Date:

9-20-05

Date:

9/15/2005

PLEASE EXECUTE AND RETURN THIS DOCUMENT TO THE
PROCUREMENT OFFICE AT THE ABOVE ADDRESS WITHIN
SEVEN (7) DAYS OF RECEIPT. FAILURE TO DO SO COULD
RENDER THIS CHANGE ORDER NULL AND VOID.

RECEIVED

SEP 23 2006



Oconee County Procurement

Oconee County Procurement Office
457 N. Opel Street, Watkins, SC 29687
Phone: 803.636.1111, fax: 803.636.1143

Procurement Director: Marianne A. Dillard
457 N. Opel Street, Watkins, SC 29687
Phone: 803.636.1111, fax: 803.636.1143

COPY TO Christina Alford
10-2-06

CHANGE ORDER

TO: New World Systems Corp. 502 W Big Beaver, Ste 600 Troy, MI 48064-4749 Attn: Robin Parde	CHANGE ORDER NUMBER: 101
	PURCHASE ORDER NUMBER: 42319
	PURCHASE ORDER DATE: 10/20/2004

You are hereby directed to make the following changes in this Purchase Order and contract dated 9-30-2004:

Add additional Accis/MSP software for computer aided - CAD Auto Routing	8,000.00
Add GIS software (ESR) net engine - 12 users @ \$225/ea./download electronically, no Sales Tax	2,700.00
Add for installation and training	5,800.00
Deduct credit for Redundancy	(16,300.00)
Add for travel	3,000.00
Add for Maintenance Agreement CAD-Auto Routing thru 2-28-2010	4,400.00
Deduct for Exhibit B service credit	(4,400.00)
SC Sales Tax	150.00
Add for correction to CU 9 (3 yr. maintenance should have read \$1,260 annually for a total of \$4,480)	5,200.00
Total of this Change Order	9,750.00

The original Purchase Order sum was	\$	410,705.00
No change by previous Change Orders	\$	477,999.00
Purchase Order sum prior to this Change Order was	\$	588,184.00
P.O. sum will be increased by this Change Order	\$	6,359.00
New P.O. sum including this Change Order will be	\$	694,734.00
Delivery time will be:		October 30, 2006

Vendor: New World Systems Corp.
502 W Big Beaver, Ste 600
Troy, MI 48064-4749

Owner: Oconee County
415 South Pine Street
Watkins, SC 29687

By: [Signature]
Date: 09-26-06

By: [Signature]
Date: 09/26/06

PLEASE EXECUTE AND RETURN THIS DOCUMENT TO THE PROCUREMENT OFFICE AT THE ABOVE ADDRESS WITHIN SEVEN (7) DAYS OF RECEIPT. FAILURE TO DO SO COULD RENDER THIS CHANGE ORDER NULL AND VOID.

COMMUNICATIONS DEPARTMENT

Submitted or Prepared by:
John A. Murray, Director
Communications (21)


Approved by:


Department Head

Tom Houtchens

Shelby County Administration

Reviewed by: Initials

 County Auditor

 Finance  Procurement

City Clerk or Council

COCONINE COUNTY REQUISITION

To Be Filled In By Initiating Dept
 DATE: 3/5/07
 INITIATING DEPT: Communications
 BUDGET CODE: 0-2-164-30104-00000
 DATE REQUESTED:
 If your department has purchased this item(s) previously, fill in the previous P.O.# 42315
 DELIVERY INSTRUCTIONS:

BIDDER #1
 Bidder #1
 Bidder #2
 Bidder #3
 COMPANY NAME: New Kinda Systems
 PERSON QUOTING: Scott A. Piffitt
 PHONE NUMBER: 248-259-1000
 FAX NUMBER: 248-259-7787
 DELIVERY TIME:
 NOTES:

QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		Attach detailed descriptions on a separate page (if applicable) Change Order Number 12						
1	ea.	Software System Software for Redundancy		23,840.00				
1	ea.	Professional Services for Redundancy		7,500.00				
1	ea.	Hardware Install for Redundancy		1,800.00				
		Less Credit for old Redundancy Software		(9,300.00)				
		Less Credit from Change Order No. 3		(12,000.00)				
1	ea.	Hardware System for Redundancy		11,125.00				
FREIGHT (if applicable):								
SALES TAX:				168.45				
GRAND TOTAL:				23,711.25				

PROCUREMENT OFFICE USE ONLY:
 ISSUED TO:
 REQ #:
 P.O.#:
 Ordering Instructions: Fax Mail Dept
 I do not wish this purchase to exceed (Optional)
 DEPARTMENT HEAD SIGNATURE (or approved designee)
 \$ 244
 3-5-07
 INITIATING DEPARTMENT USE ONLY: By signing below, I certify the following:
 The items listed above are needed by this department for the sole use & benefit of Coconine County and have been approved in my budget

**APPENDIX
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
 OF COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES**

February 22, 2007

This agreement (Agreement) between Oconee County, South Carolina (Customer) and New World Systems Corporation, (New World) is in compliance with the procurement of Computer Hardware, Proprietary Software products and services by New World for Customer.

The following information (Exhibit) describe the products and services that Customer will be obtaining through New World for the system approval below. Customer authorizes New World to conduct Exhibit products for delivery.

Dr. Ann Meyer
 Managing, Communications Director
 Oconee County
 300 S. Church Street
 Warrenton, SC 29686

Equipment described in Agreement shall be paid in full (50% of the Exhibit) this is cash. The balance is due upon delivery of the Computer Hardware. Customer agrees that failure to pay the amount billed within fifteen (15) days will result in a daily finance charge amount of 15% (0.01) of the Exhibit amount. If applicable, the finance charge will be accrued on account and/or separately billed on the receipt of Customer's payment to New World for Exhibit. Customer agrees to pay all applicable bonded charges if any, promptly.

Customer is responsible for the site preparation and related costs to install the Exhibit products. Customer is responsible for any and all product charges, including rescheduling and shipping fees, for all 3rd party products ordered by New World on the Customer's behalf. Actual and reasonable travel expenses incurred by New World and/or its employees travel time up to but not to exceed four (4) hours per Customer visit, are a condition to the Exhibit cost and will be billed weekly via invoice.

Any taxes or fees imposed over the course of this Agreement are the responsibility of the Customer and Customer agrees in writing when imposed. If a exemption is obtained by the Customer, an exemption certificate must be submitted to New World.

After execution of this agreement, the condition of the contract may be changed by mutual agreement of both parties. If a change occurs to the contract (variation) by a substantial cost, New World will notify Customer of the additional costs and with Customer's approval these costs shall be borne by Customer. Without such approval, the change order will not be processed.

Customer shall be may be required to execute selected agreements with vendors and New World shall not verify the authority of any Exhibit Customer or to a Customer's authorized signature on the Agreement. Customer shall indemnify and hold Oconee County harmless from and against any and all claims, damages, and expenses, including reasonable attorneys' fees, incurred by Oconee County.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLDSYSTEMS CORPORATION
 (New World)

OCONEE COUNTY, SOUTH CAROLINA
 (Customer)

By: _____
 Larry W. Lohmeyer, President

By: _____
 Authorized Signature Title

By: _____
 Authorized Signature Title

Date: _____

Date: _____

Each full and signing above represents that he/she has the requisite authority to execute this Agreement on behalf of the organization for which he/she represents and that all the necessary formalities have been met.

AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES

February 22, 2007

EXHIBIT I
CONFIGURATION

A. SYSTEM HARDWARE		
ITEM	DESCRIPTION	INVESTMENT
1	<p>High Availability Hot Standby System (County Hospital)</p> <p>HP ProLiant DL140 G3 1U Rack Mountable Server</p> <ul style="list-style-type: none"> - (1) Intel Xeon 5160 Dual Core Processor (3.0GHz, 1333MHz FSB) - 4GB System Memory - (2) HP 146GB 15K-RPM SAS Disk Drives (RAID 1) - HP Smart Array E200/128 Controller - 24X CD/DVD Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 3 Year 24/7/4 Support Upgrade 	\$8,575
2	<p>Domain Controller (County Hospital)</p> <p>HP ProLiant DL320 G5 1U Rack Mountable Server</p> <ul style="list-style-type: none"> - (1) Intel Xeon 3060 Dual Core Processor (2.4GHz, 1066MHz FSB) - 1GB System Memory - (2) HP 72GB 15K-RPM SAS Disk Drives (RAID 1) - HP 8 Internal Port 34/133 PCI-X SAS HBA w/Cable Kit - 24X CD/DVD Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 1 Year 24/7/4 Support Upgrade 	\$9,375
3	<p>Domain Controller (911)</p> <p>HP ProLiant DL320 G5 1U Rack Mountable Server</p> <ul style="list-style-type: none"> - (1) Intel Xeon 3060 Dual Core Processor (2.4GHz, 1066MHz FSB) - 1GB System Memory - (2) HP 72GB 15K-RPM SAS Disk Drives (RAID 1) - HP 8 Internal Port 34/133 PCI-X SAS HBA w/Cable Kit - 24X CD/DVD Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 1 Year 24/7/4 Support Upgrade 	\$9,375
Total System Hardware		\$11,325

8. SYSTEM SOFTWARE

ITEM	DESCRIPTION	INVESTMENT
1	High Availability Hot Standby System (County Hospital) (3) Microsoft Windows 2003 Server Standard Edition - License Only (1) Microsoft SQL 2005 Server Standard Edition - License Only (1) DoubleTake for Windows (includes 1st Year Maintenance)	\$6,574 \$8,652 \$7,473
2	Domain Controller (County Hospital) (1) Microsoft Windows 2003 Server Standard Edition - License Only	\$6,574
3	Domain Controller (911) (1) Microsoft Windows 2003 Server Standard Edition - License Only	\$6,574
4	Existing Status ItServer System (County Hospital) (1) GeoCluster Plus - Advanced Edition (Includes 1st Year Maintenance)	\$8,520
5	Existing Status ItServer System (911) (1) GeoCluster Plus - Advanced Edition (Includes 1st Year Maintenance) (1) Microsoft SQL 2005 Server Standard Edition - License Only	\$8,620 \$2,54
Total System Software		23,840

9. SERVICES

ITEM	DESCRIPTION	INVESTMENT
1	New World Systems Professional Services Configure GeoCluster Disaster Recovery Environment (Fixed Rate)	\$7,500
2	Domain Controller (County Hospital) Hardware Install, OS Load, Network Configuration (20 Hours @ \$90/Hr.)	\$1,800
Total Services		9,300
TOTAL COST		\$44,466
* LESS REDUNDANCY SOFTWARE CREDIT:		(\$9,300)
LESS CHANGE ORDER CREDIT:		(\$12,000)
TOTAL HARDWARE, SOFTWARE, AND SERVICES COST:		\$23,166

* Partialing Redundancy Software credit balance of \$9.

**OCONEE COUNTY EMERGENCY COMMUNICATIONS/911
SHERIFF-POLICE-FIRE-HAZMAT-RESCUE-EMERGENCY ALERT**

Walhalla, South Carolina 29691

Jamie Singleton
Sheriff

Office: (864) 748-1010
Dispatch: (24 hrs) (864) 638-1111
Fax: (864) 638-1110

Ferry Wilson
Chief Deputy

Ardisy Adkins
415 S. Pine Street

John A. Murray - C.P.E.
Director of Communications/911

Paul M. Utter
Chief Dispatcher

March 5, 2008

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

Dear Ms. Dillard,


Enclosed you will find an agreement for computer software services and hardware equipment, dated February 22, 2007 from New World Systems. The purpose of this agreement is to provide a system redundancy capability that was previously purchased and signed in an agreement dated September 7, 2005 as part of the original contract. A copy of the original signature package is attached.

In the spring of 2006, we were advised by New World that they were withdrawing the redundancy option because of technical difficulties and poor software design.

They subsequently provided us a redundancy software credit, which totals \$21,200.00. They are now providing us with a new redundancy solution, which will require additional hardware, new software, and installation services. The total costs for this new redundancy solution that are required for our system is \$44,500.00 less the credit from the previous redundancy solution for a final balance due of \$23,300.00, plus tax. I have attached two copies of a contract change for signature. The funding is available and a requisition is attached.

If you have any questions, please call me.

Sincerely,


John A. Murray, Director
Oconee County Communications

JAM:com
Enclosure

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 1, 2007
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

First reading in title only of Ordinance 2007-04, "THE 2007-2008 BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY".

BACKGROUND OR HISTORY:

The County Administrator presented his proposed 2007-2008 appropriations ordinance on March 21st, 2007 for Oconee County to Council for their review as listed for fiscal year 2007-2008.

County Operations \$41,664,367
Enterprise Fund (Rock Quarry) \$ 3,989,865

Budget workshops have been held with the Budget and Finance Committee regarding the proposed budget and the implementing ordinance on April 9th and April 17th, 2007.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Administrator also recommends that Council continue to levy the current 69 mills for all County operations, excluding debt.

	<u>Current Value of a Mill</u>	<u>Proposed Value of a Mill</u>
• County Mill	\$406,355	\$441,621

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends that the following meetings be established by the Council to finalize the budget adoption process:

- 2nd Reading May 15th, 2007
- Public Hearing June 5th, 2007
- 3rd and Final Reading June 5th, 2007

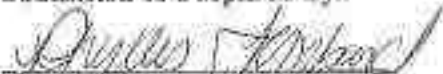
FINANCIAL IMPACT:

The estimated total financial impact of Budget Ordinance 2007-04 as recommended is \$45,654,232 in expenditures, which is balanced by an equal amount of revenue. The estimated total millage impact of the proposed budget is 69 mills for operation.

ATTACHMENTS:

Ordinance #2007-04

Submitted or Prepared By:


Phyllis E. Lombard, CGFO
Department Head

Approved for Submittal to Council:


Tom Hendricks, County Administrator

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2007-04**

**"THE FISCAL YEAR 2007-2008 BUDGET APPROPRIATIONS ORDINANCE
FOR OCONEE COUNTY"**

Section I: Purpose

PURPOSE: To provide for the levy of taxes and to make appropriations in Oconee County for County purposes; to provide for appropriations and direct expenditures of the County for the fiscal year beginning July 1, 2007 and ending June 30, 2008; to provide for the tax millage for general County purposes.

Section II: 2007-2008 Budget

General Fund:	\$ 40,153,716
Capital Projects Fund:	\$ 1,510,651
Enterprise Funds:	\$ 3,989,665
GRAND TOTAL:	\$ 45,654,232

APPROVED & ADOPTED on first reading in title only this 1stth day of May 2007 by a vote of YES () to NO ()

Opal O. Green
Council Clerk

1st Reading in title only
2nd Reading
Public Hearing
3rd Reading

May 1, 2007
May 15, 2007 Proposed
June 5, 2007 Proposed
June 5, 2007 Proposed

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 1, 2007
COUNCIL MEETING TIME: 7:00 pm**

ITEM TITLE OR DESCRIPTION:

First reading in title only of Ordinance 2007-05, "THE 2007-2008 BUDGET APPROPRIATIONS ORDINANCE FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY TECHNICAL COLLEGE".

BACKGROUND OR HISTORY:

The School District will present their proposed appropriations request to County Council on Tuesday, May 8, 2007 for their review.

SPECIAL CONSIDERATIONS OR CONCERNS:

Second reading of Ordinance 2007-05 is scheduled for May 15th, 2007 and a public hearing is scheduled for June 5th, 2007. Third and final reading is also scheduled for June 5, 2007.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends that this ordinance be approved on first reading in title only.

FINANCIAL IMPACT:

School District of Oconee County

- tbd

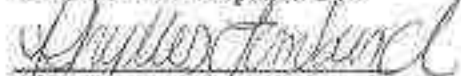
Tri-County Technical College

- The total requested funds from local tax levy are \$912,966
- The total request equates to approximately 2.1 mills for operational purposes (utilizing an estimate of 100% collections rate).

ATTACHMENTS:

Ordinance #2007-05

Submitted or Prepared By:



Phyllis F. Lombard, CGFO
Department Head

Approved for Submittal to Council:



Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2007-05**

**"THE FISCAL YEAR 2007-2008 BUDGET APPROPRIATIONS ORDINANCE
FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY
TECHNICAL COLLEGE."**

Section I: Purpose

The purpose of this ordinance is to provide for the levy of taxes and to make appropriations in Oconee County for the School District of Oconee County and Tri-County Technical College; to provide for appropriations beginning July 1, 2007 through June 30, 2008; to provide for the tax millage for School operational, capital, and debt purposes and Tri-County Technical College operational purposes.

Section II: SC State Law Provisions

Pursuant to South Carolina Code of Laws § 59-20-40, Oconee County is required to increase the Maintenance of Effort in the amount of tbd for the School District of Oconee County.

Section III: 2007-2008 Budget

SCHOOL DISTRICT OF OCONEE COUNTY

School Operations:	\$ tbd
1998 School Bond:	\$
2001 School Bond:	\$
2003 School Bond:	\$
2004 School Bond:	\$
2005 School Bond:	\$
2006 School Bond:	\$

TOTAL SCHOOLS: \$ tbd

TRI-COUNTY TECHNICAL COLLEGE

Tri-County Tech. Operations:	\$ 912,966
TOTAL TRI-COUNTY TECH:	\$ 912,966

GRAND TOTAL SCHOOLS AND TRI-COUNTY TECH. \$ tbd

APPROVED & ADOPTED on first reading in title only this 1stth day of May 2007 by a vote of
YES () to NO ().

Opal O. Green
Council Clerk

1st Reading in title only
2nd Reading
Public Hearing
3rd Reading

May 1, 2007
May 15, 2007 Proposed
June 5, 2007 Proposed
June 5, 2007 Proposed

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 1, 2007
COUNCIL MEETING TIME: 7 PM

ITEM TITLE OR DESCRIPTION:

Consideration of "Emergency Response Equipment Access Ordinance"

BACKGROUND OR HISTORY:

Building and fire codes require a series of minimum fire protection measures, including fire hydrants, exterior water hookups, and designated fire access lanes. Unfortunately, many people ignore the signs and notices designed to keep a clear path for emergency responders. As Oconee County grows and develops, it is likely that blocking access to fire hydrants, obstructing fire lanes, parking in fire station driveways, and other potentially life-threatening acts will become increasingly common. To reverse this trend, and help emergency responders in their efforts to protect the lives and property of all Oconee County citizens, it is necessary to take steps to discourage those that ignore or alter designated access lanes by imposing penalties.

SPECIAL CONSIDERATIONS OR CONCERNS:

The ordinance is written to allow Oconee County Code Officers, Rural Fire Officials, and the Oconee County Sheriff's Department to enforce the regulations.

STAFF RECOMMENDATION:

Adopt the Emergency Response Equipment Access Ordinance on First Reading.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Copy of the Emergency Response Equipment Access Ordinance

Submitted or Prepared by:
Art Holbrooks (Planning) and
Mike Head (Rural Fire)



(Department Head/Elected Official)

Approved By:



Tom Hendricks,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**OCONEE COUNTY COUNCIL
OCONEE COUNTY COUNCIL ORDINANCE NO. 2007-00
EMERGENCY RESPONSE EQUIPMENT ACCESS ORDINANCE
OF OCONEE COUNTY, SOUTH CAROLINA**

SECTION 1. - NAME

This Ordinance shall be known as the "Emergency Response Equipment Access Ordinance of Oconee County, South Carolina."

SECTION 2. - PURPOSE

Whereas, the Oconee County Council is aware that a number of individuals park in designated fire lanes, block fire station driveways, and otherwise impede access to equipment utilized by emergency responders in the performance of their duties; and

Whereas, impairing access to fire hydrants and other apparatus utilized by emergency responders threatens both the citizens of Oconee County and their property; and

Whereas, obstructing, damaging, or otherwise altering designated fire lanes in a manner inconsistent with adopted fire and building codes potentially limits or prohibits access to structures by emergency responders; and

Whereas, parking vehicles or leaving unattended objects within the travel lanes utilized by fire trucks slows or potentially halts emergency responses;

Therefore, it is the purpose of this Ordinance to establish regulations minimizing potential negative impacts resulting from limiting access to emergency response equipment in the unincorporated areas of Oconee County; and to establish penalties such as are necessary to discourage the violations of these standards;

SECTION 3. - AUTHORITY

This Ordinance is adopted pursuant to the provisions of S.C. Code 1976 §4-9-30. Personnel employed by the County Administrator as Rural Fire Chief, Deputy Rural Fire Chief, Code Enforcement Officer, and personnel employed by the Sheriff of Oconee County, shall be vested with the authority to enforce and administer these regulations within the county in accordance with the provisions of S.C. Code 1976 § 44-67-10 et. seq. and all rules and regulations adopted hereunder and the same are incorporated herein by reference as if fully set forth verbatim and as may be amended from time to time.

SECTION 4. - DEFINITIONS

Dry Hydrant- A non-pressurized device designed to allow emergency responders to draft surface water (ponds, streams, lakes, etc.) in areas lacking fire hydrants.

Fire Department Connections- Any outside auxiliary connection used by emergency responders to supplement the existing fire suppression system within a building by increasing the amount of water and pressure available to the existing fire suppression system.

Fire Lane- An area near or adjacent to a structure designated for use by emergency personnel during fires and other emergencies. Such areas may be delineated by signs, painted curbing, pavement striping, or other methods approved by adopted fire codes.

Fire Hydrant- Any fixture connected to a public or private water system designated for use as a water source by emergency responders in the performance of their duties.

SECTION 5. - REGULATIONS

- 1) No motor vehicle, mechanical device, or other object shall be situated so as to obstruct any designated fire lane at any time. Equipment and supplies being used in ongoing construction and maintenance of the structure for which the fire lane serves may be placed in the designated area while being actively utilized, but shall not be left unattended or stored there. In no event shall any activity occurring within the area of a fire lane obstruct emergency access to the interior of a structure.
- 2) No motor vehicle, mechanical device, or other object shall be situated so as to obstruct access to a fire hydrant. In the event no dedicated emergency access area is delineated, a clearance of twenty (20) feet shall be maintained on all sides of the hydrant, with an unobstructed path of travel from the nearest road way access available to emergency vehicles.
- 3) No motor vehicle, mechanical device, or other object shall be situated so as to obstruct the free passage of emergency vehicles into and out of fire stations, rescue squad stations, or other emergency facilities used to house emergency vehicles. In the event no dedicated 'no parking zone' is delineated, a clear path of travel twenty (20) feet wide in the most direct manner possible shall be maintained between all vehicle access doors and the public road utilized by responders.
- 4) No motor vehicle, mechanical device, or other object shall be situated so as to obstruct any fire department connections. In the event that no area is delineated for providing access, a clearance of three feet shall be maintained along the sides of the building, provided that the approach to the fire department connection remains clear of any obstacle.

DRAFT APPROVED BY PLANNING COMMISSION

- 5) All fire department connections, fire hydrants, fire lanes, and clearance areas shall be appropriately signed or delineated according to the standards set forth in adopted fire code. Failure to comply with the appropriate signage or delineation shall be considered a violation by the owner of the property upon which the hydrant, fire lane, connections, or other device is located.

SECTION 6 - PENALTIES

1) Any person or entity violating the regulations set forth in Section 5 above is guilty of a misdemeanor and may be fined up to Five Hundred (\$500.00) dollars or imprisoned for thirty (30) days or both. In addition, a vehicle placed within a fire lane or no parking zone may be towed at the owner's expense. In the event that a vehicle is towed as a result of this Ordinance, the owner of the vehicle shall have no civil remedy against Oconee County for any damage to the vehicle or any other damage that may result from the towing and impoundment of the vehicle. In the event that a vehicle is towed, the owner of the vehicle will be responsible for any impoundment fees charged as a result of the impoundment of the vehicle.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2007-_____

AN ORDINANCE ESTABLISHING THE OCONEE COUNTY EMERGENCY SERVICES PROTECTION DEPARTMENT.

WHEREAS, the Oconee County Council recognizes the need for Oconee County to provide Emergency Services Protection (Fire, Rescue and HAZMAT) to its citizens; and

WHEREAS, the demographics of Oconee County have changed dramatically since the rural fire system was implemented over forty years ago; and

WHEREAS, the Oconee County Council believes that increased County involvement in Emergency Services Protection is necessary in order to improve Emergency Services county wide; and

WHEREAS, the Oconee County Council believes that Emergency Services needs to be more effective, efficient and progressive without the duplication of services,

THEREFORE, BE IT ORDAINED BY COUNCIL, DULY ASSEMBLED AND VOTING, WITH QUORUM PRESENT, AND UPON THIRD AND FINAL READING, the following:

I. Establishment of the Oconee County Emergency Services Department

The Oconee County Emergency Services Department is hereby established. The Oconee County Emergency Services Department will be comprised of the following divisions: Emergency Management, Rescue, Fire and HAZMAT. The protection area for this department will be the areas located within the unincorporated areas of Oconee County and those areas within the municipalities that the County and the municipality have agreed for the County to provide a specific service. The Emergency Services Department shall provide a comprehensive and progressive Emergency Services protection system. This ordinance is adopted pursuant to County's general police powers to provide for the public health and welfare of the residents of Oconee County and specifically pursuant to Article 8, Section 17 of the South Carolina Constitution and Sections 4-9-25, 4-9-30 and 4-23-10 et. seq. of the S.C. Code of Laws, 1976.

II. Definitions

For purposes of this ordinance, the following words and phrases have the meanings ascribed to them in this section.

(1) Council or County Council – means the County Council of Oconee County, S.C.

(2) County – means Oconee County, S.C.

(3) Emergency Services Protection Area – means the unincorporated areas of Oconee County, S.C. and those areas within a municipality where the County and the municipality have agreed for the County to provide a specific service.

(4) Emergency Services District – means the first response area of a specific Emergency Services Station.

(5) Unincorporated Area – means the areas of Oconee County located outside the corporate limits of the municipalities of Oconee County, S.C.

(6) Emergency Services – means offices, stations, equipment and personnel of County Emergency Management, Fire, Rescue and HAZMAT.

(7) Emergency Services Director – means the Director of the Emergency Services Department.

III. Organization

A. The County Administrator shall hire an Emergency Services Director. The County Administrator and the Emergency Services Director shall establish a Chain of Command for the Emergency Management Division, Fire Division, Rescue Division and Hazmat Division.

B. The County Administrator and Emergency Services Director shall establish rules, regulations and standards for each division of the Emergency Services Department and shall implement said rules, regulations and standards within each division.

C. The County Administrator and Emergency Services Director shall develop guidelines adequate to require future public water systems installed in Oconee County to provide sufficient water pressure and devices for fire protection and to recommend to Council such ordinances as may be necessary to enforce said guidelines.

IV. Codes

The Standard Fire Protection Code, 2006 edition, is hereby adopted by County Council as its fire protection code for use in the Emergency Protection Area of Oconee County, South Carolina.

V. Repeal of Prior County Ordinances

Oconee County Ordinance No. 2006 _____, an ordinance establishing the Oconee County Rural Fire Commission is hereby repealed.

Oconee County Ordinance No. 80-9, an ordinance establishing the Oconee County Emergency Preparedness Commission is hereby repealed.

VI. Emergency Management Division
(needs to be inserted)

DRAFT

APPROVED on FIRST READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED on SECOND READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED on THIRD READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

XXXXX, Chairman
George County Council

Attest:

OPAL O. GREEN, CLERK

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2007-_____

AN ORDINANCE ESTABLISHING THE OCONEE COUNTY SPECIAL TAX DISTRICT FOR EMERGENCY SERVICES PROTECTION.

WHEREAS, the Oconee County Council recognizes the need for Oconee County to provide Emergency Services Protection, including, but not limited to, fire protection, rescue squads, and Hazmat services, to its citizens; and

WHEREAS, the Oconee County Council believes that increased County involvement in Emergency Services Protection is necessary in order to improve Emergency Services county wide; and

WHEREAS, the Oconee County Council believes that a supplemental funding source is needed to provide additional funding for these services,

THEREFORE, BE IT ORDAINED BY COUNCIL, DULY ASSEMBLED AND VOTING, WITH QUORUM PRESENT, AND UPON THIRD AND FINAL READING, the following:

I. Establishment of a Special Tax District for Emergency Services Protection.

The Oconee County Special Tax District for Emergency Services Protection is hereby established. There shall be levied annually by the Auditor of Oconee County and collected by the Treasurer of Oconee County an ad-valorem tax on all taxable property located within the unincorporated areas of Oconee County in an amount as determined by County Council from year to year to be necessary for buildings, maintenance, equipment and operations of a comprehensive and progressive Emergency Services protection system for the ensuing fiscal year. All monies collected by the Treasurer of Oconee County pursuant to the authorization contained herein shall be used solely for the purpose of buildings, maintenance and operations of fire protection services, rescue squad services and Hazmat services in the Emergency Services Protection Area. This ordinance is adopted pursuant to County Council's general police powers to provide for the public health and welfare of the residents of Oconee County and specifically pursuant to Article 8, Section 17 of the South Carolina Constitution in Section 4-9-30 (5), 4-9-30 (14) and 4-21-10 et. Seq. of the S.C. Code of Laws, 1976.

II. Definitions

For purposes of this ordinance, the following words and phrases have the meanings ascribed to them in this section.

- (1) Council or County Council – means the County Council of Oconee County, S.C.
- (2) County – means Oconee County, S.C.
- (3) Emergency Services District – means the first response area of a specific Emergency Services Station.
- (4) Emergency Services Protection Area – means the unincorporated areas of Oconee County, S.C. and those areas inside municipalities of Oconee County where the County and municipality have agreed for the County to provide a specific Emergency Service.
- (5) Emergency Services Protection System – means the fire protection, rescue services and Hazmat Services.
- (6) Unincorporated Area – means the areas of Oconee County located outside the corporate limits of the municipalities of Oconee County, S.C.

III. Powers of County Council of Oconee County.

The Oconee County Council shall be empowered as follows:

- (1) To establish, operate and maintain a system of Emergency Services Protection within the Emergency Services Protection Area.
- (2) To buy such firefighting and rescue equipment as it deems necessary for responding to fires and rescue incidents within the Emergency Services Protection Area.
- (3) To select sites for construction of necessary facilities to house equipment and personnel authorized herein to provide an adequate Emergency Services protection system, including replacing any existing facilities as needed.
- (4) To authorize the County Administrator to employ (hire or appoint) an Officer to direct and lead the Emergency Services Department and such other personnel that are required. The County Administrator shall provide a budget in which the compensation of the Officers and employees are to be set.
- (5) To provide for the training of all personnel to insure the safest and most effective response and so that all equipment can be utilized for the best interests of the Emergency Service Protection Area.

(6) To be responsible for the purchase, acquisition, up keep, maintenance and repairs of all Emergency Services equipment, station and the sites thereof.

(7) To promulgate such rules and regulations as it may deem proper and necessary to ensure the equipment and facilities are being used to the best advantage to the County and to carry out the provisions of this ordinance.

(8) To place into effect and revise by resolution, whenever it wishes or maybe required, a schedule of rates or charges for furnishing special protection needs for a specific area.

(9) To effect a levy and collection of ad valorem taxes in an amount to be determined by Council upon all taxable property within the unincorporated areas of Oconee County in order to defray the expenses incurred by the County in providing these services and to effect the payment of principal and interest of all bonds issued as needed for the maintenance and operations of the Emergency Services Protection system.

(10) To enter into any contract necessary for providing Emergency Services protection within the Emergency Services Protection Area.

(11) To exercise any and all of the powers necessary for operating and maintaining a system of Emergency Services protection.

DRAFT

APPROVED on FIRST READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED on SECOND READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED on THIRD READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

XXXXX, Chairman
(Ozone County Council)

Attest:

OPAL O. GREEN, CLERK

**OCONEE COUNTY COUNCIL
PROCLAMATION**

WHEREAS, Mr. Thomas Wilton Shaver, Jr. is retiring after serving the Oconee Community in an exemplary manner in education and recreation; and

WHEREAS, Mr. Shaver is a graduate of the University of Georgia where he received a BA in economics and after serving in the United States Air Force received a Masters Degree in physical education from the University of Georgia; and

WHEREAS, Mr. Shaver is a graduate of Seneca High School where he lettered in football, basketball and baseball and he lettered in baseball at Clemson University; and

WHEREAS, Mr. Shaver taught physical education and coached the varsity boys basketball at Seneca High School from 1972 – 1980, he led Seneca to a 23 – 3 record and the AAA Final 4 in 1974, he coached men's basketball at Southern Wesleyan University from 1980 – 1992, coached the Southern Wesleyan University to the NATA District 6 basketball championship and a berth in the NATA National Tournament by defeating the College of Charleston in 1984; and

WHEREAS, Mr. Shaver led the Southern Wesleyan University to the Sweet 16 and a win over the nation's third ranked team, Birmingham Southern; and

WHEREAS, Mr. Shaver was named NATA District 6 Coach of the Year in 1984; and

WHEREAS, Mr. Shaver was Assistant Principal at Seneca High School from 1992 – 2006; and

WHEREAS, Mr. Shaver is a beloved husband, father and grandfather.

NOW THEREFORE, BE IT PROCLAIMED by the Oconee County Council that Thursday, May 10, 2007 is known as "Thomas Wilton Shaver, Jr. Day" in Oconee County.

Approved & Adopted on first and final reading this 1st day of May as evidenced by the hand of the Council Chair and attest by the Clerk to Council.

Marion E. Lyles, Chair
Oconee County Council

Attest:

Opal O. Green, Clerk
Oconee County Council