A G E N D A

OCONEE COUNTY COUNCIL MEETING - FEBRUARY 16, 1993

3:00 PM

- 1. Call to Order
- 2. Invocation
- Approval of Minutes of Regular Meeting Held February
 1993
- 4. Approval of Minutes of Special Meeting Held February 8, 1993
- First Reading of Ordinance 93-1, "An Ordinance Authorizing the Refunding of Outstanding Oconee County, South Carolina, Pollution Control Revenue Bonds, Series A (Duke Power Company Project), in the Outstanding Principal Amount of \$77,000,000 by Issuing \$77,000,000 Oconee County, South Carolina, Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project) Pursuant to Chapter 3, Title 48 of the Code of Laws of South Carolina, 1976, as Amended; the Loan of the Proceeds Thereof to Duke Power Company; the Execution and Delivery of the Trust Indenture Between Oconee County, South Carolina and the Trustee; the Execution and Delivery of the Loan Agreement Between Oconee County and Duke Power Company; the Execution and Delivery of a Bond Purchase Agreement Among Oconee County, Duke Power Company, and the Purchaser of the Bonds; and Other Matters Relating Thereto" - Mr. Samuel W. Howell. IV
- 6. Approval of Resolution 93-2, "A Resolution Making Certain Determinations and Findings Prior to the Issuance of Oconee County, South Carolina, Pollution Control Facilities Revenue Refunding Bonds; Confirming the Approval of the Undertaking of the Pollution Control Facilities and the Issuance of the Pollution Control Facilities Revenue Refunding Bonds; and Authorizing the Filing of a Petition to the State Budget and Control Board of South Carolina, Seeking its Approval of the Issuance of the Pollution Control Facilities Refunding Revenue Bonds" Mr. Samuel W. Howell, IV
- 7. Consideration of Request to Purchase Vehicle for the Sheriff's Department Mr. James Singleton, Sheriff
- 8. Consideration of Request to Purchase a Drug Dog with DEA Funds Mr. James Singleton, Sheriff

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- 9. Consideration of Request Regarding Hiring a Deputy Above Entry Level Mr. James Singleton, Sheriff
- 10. Consideration of Request for Permission to Apply for Duke Power Grant - Mr. Robert Gaillard, Planning Commission Director
- 11. Consideration of Transfers for the Motor Pool Mr. Lee Davis, Motor Pool Foreman
- 12. Consideration of Bids for Tires & Tubes for Motor Pool
 Ms. Marianne Dillard, Purchasing Director & Mr. Lee
 Davis, Motor Pool Foreman
- 13. Consideration of Transfers for CCS Mr. Jack Hirst, CCS Director
- 14. Consideration of Bids for Used Compactor Ms. Marianne Dillard, Purchasing Director & Mr. Jack Hirst, CCS Director
- 15. Consideration of Bids for Pumper Truck for Rural Fire
 Ms. Marianne Dillard, Purchasing Director & Mr.
 Dewitt Mize, Rural Fire Marshal
- 16. Consideration of Transfer for PRT Mr. Alex James, PRT Director
- 17. First Reading of Ordinance 93-2, "An Ordinance Authorizing the Issuance and Sale of \$1,000,000 General Obligation Bonds, Series 1993, of Oconee County, South Carolina, for the Purpose of Acquiring Law Enforcement Vehicles, Fire Fighting Vehicles, Road Equipment, Maintenance Trucks, Packer Truck, Four Wheel Drive Truck and Defraying the Cost of Road Paving of County-Wide Benefit; Authorizing the Distribution of a Preliminary Official Statement and a Final Official Statement; Fixing the Form and Details of the Bonds; Authorizing the County Supervisor to Prescribe Certain Matters Relating to the Bonds; Providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof; and Other matters Relating Thereto"
- 18. Approval of Resolution 93-3, "A Resolution Approving the Purchase of a Brush Truck to be Assigned to the Walhalla Fire Department by Reason of Transfer of Approximately 6.6 Acres South of Highway 28 on Highway 11 by the City of Walhalla to Oconee County"

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- 19. Consideration of Approval for Work Authorization Number 93-01 for Engineering Basic Services for the Project Administration Services for Land Acquisition at the Clemson-Oconee County Airport
- 20. Consideration of Approval for Work Authorization Number 93-02 for Engineering Basic Services for the Project Administration Services for Land Acquisition at the Clemson-Oconee County Airport
- 21. Old Business
- 22. New Business
- 23. Adjourn

2:45 PM Administrative Briefing

5:00 PM Road Committee Meeting

(All Meetings Open to Public)

MEMBERS, OCONEE COUNTY COUNCIL

Mrs. M. Fran Burrell, District I Mr. Harrison E. Orr, District II Mr. Michael E. Harper, District III Mr. Roy B. Strickland, District IV Mr. Alton K. Williams, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, February 16, 1993 at 3:00 PM in Council Chambers with all Council Members except Mrs. Burrell present, Mr. Cain, County Attorney, was also present.

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WZLI/WLET Radio, WYFF TV, & WLOS TV.

Members of the press present: Robin Boyle - Journal/Tribune, Dick Mangrum - WGOG Radio, Ron Barnett - Greenville News, Eric Gorsky - Anderson Independent and Maxie Duke - Keowee Courier present.

The meeting was called to order by Super-visor-Chairman Crain who welcomed the guests and media.

The invocation was given by Mr. Williams.

Mr. Williams made a motion, seconded by Mr. Strickland, approved 4-0 (Mrs. Burrell absent) that the minutes of the regular meeting held February 2, 1993 be adopted as printed.

Mr. Williams made a motion, seconded by Mr. Strickland, approved 4-0 (Mrs. Burrell absent) that the minutes of the special meeting held February 8, 1993 be adopted as printed.

After a clarification from the County Attorney that Mr. Strickland could vote on Ordinance 93-1 due to the fact that he has a son that works at Duke Power Company, and has stock in the company, Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that Ordinance 93-1, "An Ordinance Authorizing the Refunding of Outstanding Oconee County, South Carolina, Pollution Control Revenue Bonds, Series A (Duke Power Company Project), in the Outstanding Principal Amount of \$77,000,000 by Issuing \$77,000,000 Oconee County, South Carolina, Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project) Pursuant to Chapter 3, Title 48 of the Code of Laws of South Carolina 1976, as Amended; the Loan of the Proceeds Thereof to Duke Power Company; the Execution and Delivery of the Trust Indenture Between Oconee County, South Carolina and the Trustee; the Execution and Delivery of the Loan Agreement Between Oconee County and Duke Power Company; the Execution

Press

Call to Order

Invocation

Minutes 2/2/93

Minutes 2/8/93

Ord. 93-1

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of a Bond Purchase Agreement Among Oconee County, Duke Power Company, and the Purchaser of the Bonds; and Other Matters Relating Thereto" be adopted on first reading.

Mr. Harper made a motion, seconded by Mr. Orr, approved 4 - 0 (Mrs. Burrell absent) that Resolution 93-2, "A Resolution making Certain Determinations and Findings Prior to the Issuance of Oconee County, South Carolina, Pollution Control Facilities Revenue Refunding Bonds; Confirming the Approval of the Undertaking of the Pollution Control Facilities and the Issuance of the Pollution Control Facilities Revenue Refunding Bonds; and Authorizing the Filing of a Petition to the State Budget and Control Board of South Carolina, Seeking its Approval of the Issuance of the Pollution Control Facilities Refunding Revenue Bonds" be adopted on first and final reading.

At the request of Sheriff James Singleton, Mr. Orr made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that the Sheriff be allowed to use \$19,000 left in capital expenditure line item to purchase an S-10 four wheel vehicle to be used to transport a drug dog and patrol duties with the dog. Also that Mr. Singleton be allowed to use DEA funds in the amount of \$7,500 to purchase a drug dog and \$1,400 DEA funds to build a kennel for the dog.

Mr. Singleton also asked that the dog be purchased Pursuant to Section II, C, 4 of Ordinance 85-2, "Oconee County Manual of Centralized Purchasing. Ms. Dillard, Purchasing Agent, concurred that it was in the best interest of the county to purchase the dog in this manner, therefore after Council made a finding of the fact this was in the best interest of the county Mr. Strickland made a motion, seconded by Mr. Orr, approved 4 - 0 (Mrs. Burrell absent) that the dog be purchased pursuant to this section of the purchasing manual.

Sheriff Singleton also requested that he be allowed to hire a deputy several steps above entry level because the deputy he is hiring has already graduated from the academy and has experience. Mr. Crain explained to him that the Classification and Compensation Ordinance allows for a deputy with these qualifications to be hired two (2) steps above entry upon approval of the County Supervisor and assuming the funds are available. Any deviation from the present ordinance would require an amendment to the ordinance.

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that the Sheriff be allowed to hire a deputy two (2) steps above entry and that funds from another account within the Sheriff's budget be transferred into the deputy line item if necessary.

Res. 93-2

Sheriff

Page 3 - February 16, 1993

At the request of Mr. Robert Gaillard, Planning Commission Director, Mr. Orr made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that he be allowed to apply for a Duke Power grant in an amount not to exceed \$2,000 for advertising brochures, etc. There will be no county funds involved.

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that the attached transfers for Motor Pool totaling \$35,000 be adopted.

Mr. Harper made a motion, seconded by Mr. Strickland, approved 4-0 (Mrs. Burrell absent) that the bid for tires for police vehicles and heavy duty tires be awarded to Murphree Tire and the bid for light duty tires and tire tubes be awarded to W. N. Watson as delineated on the attached bid sheet.

Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mrs. Burrell absent) that the attached transfers for the CCS Department be adopted.

Mr. Strickland made a motion, seconded by Williams, approved 4 - 0 (Mrs. Burrell absent) that the bid for a used compactor for the CCS Department be awarded to Road Machinery Services, Inc. at a cost of \$47,225. (See attached bid sheet)

Upon recommendation of the Rural Fire Commission, Mr. Williams made a motion, seconded by Mr. Harper, approved 5 - 0 that the bid for a pumper truck for Rural Fire be awarded to Harold Sales at a cost of \$132,095. (See attached bid sheet)

Mr. Williams made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that Ordinance 93-2, "An Ordinance Authorizing the Issuance and Sale of \$1,000,000 General Obligation Bonds, Series 1993, of Oconee County, South Carolina, for the Purpose of Acquiring Law Enforcement Vehicles, Fire Fighting Vehicles, Road Equipment, Maintenance Trucks, Packer Truck, Four Wheel Drive Truck and Defraying the Cost of Road Paving of County-Wide Benefit; Authorizing the Distribution of a Preliminary Official Statement and a Final Official Statement; Fixing the Form and Details of the Bonds; Authorizing the County Supervisor to Prescribe Certain Matters Relating to the Bonds; providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto" be adopted on first reading.

Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 that Resolution 93-3, "A Resolution Approving the Purchase of a Brush Truck to be

Planning Commission

Motor Pool (Transfers)

Motor Pool (Tire Bid)

CCS (Transfer)

Compactor

Rural Fire

Ord. 93-2

Res. 93-3 (Cont'cy)

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Assigned to the Walhalla Fire Department by Reason of Transfer of Approximately 6.6 Acres South of Highway 28 on Highway 11 by the City of Walhalla to Oconee County" be adopted on first and final reading and that \$18,000 be taken from contingency for the purchase of the vehicle.

At the request of Mr. Mike Willimon, Chairman of the Aeronautics Commission, Mr. Harper made a motion, seconded by Mr. Orr, approved 4 -0 (Mrs. Burrell absent) that Work Authorization 93-01, Engineering Services for the Project Administration Services for Land Acquisition at the Clemson-Oconee County Airport be adopted. (See attached copy)

Mr. Orr made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that Work Authorization 93-02, Engineering Basic Services for the Project Formulation and Design and Bidding Phase for the Apron Expansion Project at the Clemson-Oconee County Airport be adopted. (See attached copy)

Mr. Cain, County Attorney, assured Mr. Willimon he was reviewing the lease agreement for hangar space at the airport.

Mr. Cain also informed Council he had reviewed the law regarding the collection of delinquent taxes on property, the taxes follow the property rather than the person, he had also spoken with an attorney at the Association of Counties, and the SC Tax Commission. He further informed Council they did not have the authority to abate the taxes or waive the penalty. Mr. Cain also stated the SCTC would review the matter in question and seek a possible solution.

Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mrs. Burrell absent) that Mr. L. J. McCarley's resignation as a member of the Oconee County Planning & Development Board and he be sent a letter of appreciation for his service on this board.

Adjourn: 4:35 PM

Airport

Delinquent Tax

Planning Commission

Norman D. Crain
Supervisor-Chairman
Oconee County Council

AN ORDINANCE

AUTHORIZING THE REFUNDING OF OUTSTANDING OCONEE COUNTY, SOUTH CAROLINA, POLLUTION CONTROL REVENUE BONDS, SERIES A (DUKE POWER PROJECT), IN THE OUTSTANDING PRINCIPAL COMPANY \$77,000,000 BY ISSUING \$77,000,000 OCONEE COUNTY, SOUTH CAROLINA, POLLUTION CONTROL FACILITIES REVENUE REFUNDING BONDS, SERIES 1993 (DUKE POWER COMPANY PROJECT) PURSUANT TO CHAPTER 3, TITLE 48 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; THE LOAN OF THE PROCEEDS THEREOF TO DUKE POWER COMPANY; THE EXECUTION AND DELIVERY OF THE TRUST INDENTURE BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND , AS TRUSTEE: THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT BETWEEN OCONEE COUNTY AND DUKE POWER COMPANY; EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AMONG OCONEE COUNTY, DUKE POWER COMPANY, AND AS THE PURCHASER OF THE BONDS; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the Issuer) acting by and through its County Council (the Issuing Board) is authorized and empowered under and pursuant to the provisions of Chapter 3, Title 48 of the Code of Laws of South Carolina 1976, as amended (the Enabling Statute), to issue bonds for the purpose of defraying the cost of acquiring by construction and purchase pollution control facilities and to issue bonds for any enlargement, improvement, or expansion of any then existing pollution control facility and to secure the payment of the bonds by a pledge of the revenues payable pursuant to the loan agreement with respect to the bonds; and

WHEREAS, the Issuer is further empowered at any time and from time to time to refund bonds issued pursuant to the Enabling Statute, but only with the approval of the State Budget and Control Board (the State Board) being first obtained, by the issuance of its refunding bonds in any amount as the Issuing Board may deem necessary but not exceeding an amount sufficient to refund the outstanding principal of the bonds to be refunded, together with unpaid interest thereon, and any premiums, expenses, and commissions necessary to be paid in connection therewith; provided that all refunding bonds issued under the authority of the Enabling Statute shall be payable in the same manner and under the same terms and conditions as are therein provided for the issuance of bonds;

the Refunding Bonds to the Company to redeem the Series 1983 Bonds. The Loan Agreement shall obligate the Company to pay to the Issuer all amounts at the times as may be necessary to pay in full when due all principal, interest, and other amounts, if any, owing under the Refunding Bonds.

- The Company has agreed under the terms of the proposed Loan Agreement with the Issuer that the Company will be obligated, at its expense, to pay for the maintenance and insurance of the Pollution Control Facilities, to make loan repayments sufficient to pay the principal of, premium, if any, and interest on the Refunding Bonds as they become due, and to build up and maintain any reserves deemed by the Issuing Board to be advisable in connection therewith. The Company has heretofore agreed to effect the completion of the Pollution Control Facilities if the proceeds of the Series 1983 Bonds proved insufficient and to pay all costs of the Pollution Control Facilities in excess of the proceeds of the Series 1983 Bonds. Neither the Pollution Control Facilities nor any charges in connection therewith or the acquisition, construction, improvement, installation, operation, and maintenance of the Pollution Control Facilities or in connection with the Refunding Bonds, including the payment of principal or interest, shall constitute or give rise to a pecuniary liability of the Issuer or a charge against the general credit or taxing power of the Issuer.
- 7. The Issuer intends to enter into an escrow deposit agreement with the Company and Wachovia Bank and Trust Company, N.A. as escrow agent (the "Escrow Deposit Agreement") pursuant to which there shall be deposited and held moneys sufficient to provide for the payment of the principal of and redemption premium, if any, and interest on, the Series 1983 Bonds in accordance with their terms in order to discharge the obligations of the Issuer with respect thereto.
- 8. The Refunding Bonds will be purchased by pursuant to a bond purchase agreement (the "Bond Purchase Agreement") and offered to the public pursuant to an official statement. The Company has submitted to the Issuing Board a draft of the Bond Purchase Agreement pursuant to which the Refunding Bonds shall be sold.
- 9. By resolution adopted February 16, 1993, the Issuing Board made certain findings and authorized its Petition to the State Budget and Control Board, as required by Sections 48-3-140 and 48-3-100 of the Enabling Statute, to issue the Refunding Bonds.
- 10. By resolution adopted ______, 1993, the State Budget and Control Board approved the issuance of the Refunding Bonds.

ARTICLE II

APPROVAL OF INSTRUMENTS EXECUTION OF INSTRUMENTS AUTHORIZED

SECTION 2.01 Approval and Execution of Loan Agreement.

The Loan Agreement, in substantially the form hereto attached as <u>Exhibit A</u>, is approved, and its execution, with any additions or changes as the executing officer shall approve (his execution thereof to be conclusive evidence of his approval), on behalf of the Issuer is hereby authorized and directed. The Loan Agreement shall be executed on behalf of the Issuer by the Chairman of the Issuing Board, or, in his absence, the Vice Chairman of the Issuing Board and attested by its Clerk, or, in her absence, by the Acting Clerk.

SECTION 2.02 Approval and Execution of Indenture.

The Indenture, in substantially the form hereto attached as Exhibit B, is approved, and its execution, with any additions or changes as the executing officer shall approve (his execution thereof to be conclusive evidence of his approval), on behalf of the Issuer is hereby authorized and directed. The Indenture shall be executed on behalf of the Issuer by the Chairman of the Issuing Board, or, in his absence, the Vice Chairman of the Issuing Board and attested by its Clerk, or, in her absence, by the Acting Clerk.

SECTION 2.03 Approval and Execution of Escrow Deposit Agreement.

The Escrow Deposit Agreement, in substantially the form hereto attached as Exhibit C, is approved, and its execution, with any additions or changes as the executing officer shall approve (his execution thereof to be conclusive evidence of his approval), on behalf of the Issuer is hereby authorized and directed. The Escrow Deposit Agreement shall be executed on behalf of the Issuer by the Chairman of the Issuing Board, or, in his absence, the Vice Chairman of the Issuing Board and attested by its Clerk, or, in her absence, by the Acting Clerk.

SECTION 2.04 Approval and Execution of Bond Purchase Agreement.

The Bond Purchase Agreement and the Letter of Representations of the Company attached thereto, in substantially the form hereto attached as <u>Exhibit D</u>, are approved, and their execution, with any additions or changes as the executing officer shall approve (his execution thereof to be conclusive evidence of his approval), on behalf of the Issuer is hereby authorized and directed. The Bond Purchase Agreement and the Letter of Representations shall be

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executed on behalf of the Issuer by the Chairman of the Issuing Board, or, in his absence, the Vice Chairman of the Issuing Board and attested by its Clerk, or, in her absence, by the Acting Clerk.

SECTION 2.05 Approval and Execution of Refunding Bonds.

The Refunding Bonds, in substantially the form hereto attached as Exhibit A to the Indenture are approved, and the execution of the Refunding Bonds, with any additions or changes (including, without limitation, changes in the form of the Refunding Bonds, the redemption provisions, and in the rates of interest which the Refunding Bonds shall bear) as the executing officer shall approve (his execution thereof to be conclusive evidence of his approval), on behalf of the Issuer are each hereby authorized. The Refunding Bonds shall be executed on behalf of the Issuer by the Chairman of the Issuing Board, and attested by its Clerk, and authenticated by an authorized officer of the authenticating agent under the Indenture, provided that at least one of the signatures shall be a manual signature, and the seal of the Issuer shall be impressed or reproduced on each Refunding Bond. No Refunding Bond shall be deemed to be an obligation of the Issuer unless it has been authenticated by an authorized officer of the authenticating agent. Any facsimile signature appearing on the Refunding Bonds may be those of the officers who are in office on the date of the enactment of this Ordinance. The Refunding Bonds shall be executed in respect of any manual signature by the person or persons holding office when the Refunding Bonds are printed and ready for delivery, except for the signature of the authorized officer of the authenticating agent, who shall be an officer of the authenticating agent authorized to authenticate such Refunding Bonds on the date The execution of the Refunding Bonds in this of authentication. fashion shall be valid and effectual notwithstanding changes in the personnel of any of the above officers subsequent to their execution.

SECTION 2.06 Execution of Closing Documents.

The Chairman of the Issuing Board, or, in his absence, the Vice Chairman of the Issuing Board, and the Clerk, or, in her absence, the Acting Clerk, of the Issuing Board are fully authorized and empowered to take all further action and to execute and deliver all closing documents as may be necessary and proper to effect the issuance of the Refunding Bonds in accordance with the terms and conditions herein set forth, and the action of any of the officers in executing and delivering any documents, in the form as he or they shall approve, is hereby fully authorized.

ARTICLE III

ISSUANCE OF REFUNDING BONDS AND SECURITY THEREFOR

SECTION 3.01 Issuance of Refunding Bonds.

The Refunding Bonds, in the aggregate principal amount of SEVENTY-SEVEN MILLION and no/100 (\$77,000,000.00) DOLLARS, shall be issued to refund the outstanding Series 1983 Bonds. The Refunding Bonds shall be designated "Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project)", shall be originally dated ______, and shall mature and bear interest as follows:

(Insertion space for table)

The Refunding Bonds shall be subject to optional and mandatory redemption upon the terms, conditions, and prices set forth in the Indenture.

SECTION 3.02 Execution of Refunding Bonds.

The Refunding Bonds shall be executed on behalf of the Issuer as provided in Section 2.05 hereof.

SECTION 3.03 Security for Refunding Bonds.

For the payment of the Refunding Bonds, both principal and interest and premium, if any, there shall be pledged all of the loan repayments received or to be received by the Issuer under the Loan Agreement, together with all right, title, and interest of the Issuer in and to the Series 1993 Mortgage Bonds (as defined in the Indenture).

SECTION 3.04 Disposition of Refunding Bond Proceeds.

The proceeds of the Refunding Bonds, when received, shall be deposited as provided in the Indenture (a) with the Escrow Agent for deposit and disbursement in accordance with the terms of the Escrow Deposit Agreement, and (b) in the funds created under the Indenture.

SECTION 3.05 Refunding Bonds Are Limited Obligations of Issuer.

The Refunding Bonds shall be limited obligations of the Issuer and shall be payable by the Issuer solely out of the income, revenues, and receipts received under the Loan Agreement, and the security therefor. Neither the full faith, credit, nor taxing

powers of the Issuer are pledged to the payment of principal, interest, or any other amount due under the Refunding Bonds. The Refunding Bonds do not now and shall never constitute an indebtedness of the Issuer within the meaning of any State constitutional provision (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing county obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing power, and that fact shall be plainly stated on the face of the Refunding Bonds.

ARTICLE IV

SALE OF THE REFUNDING BONDS; OFFICIAL STATEMENT

SECTION 4.01 Sale of the Refunding Bonds.

The sale of the Refunding Bonds by the Issuer shall be under the terms and conditions and at the price set forth in the Bond Purchase Agreement, the terms of which the Issuing Board has determined, upon the advice of the Company, to be most advantageous.

SECTION 4.02 Authorization and Distribution of Preliminary and Final Official Statement.

The Chairman of the Issuing Board, or, in his absence, the Vice Chairman of the Issuing Board, is hereby authorized to prepare and distribute, in conjunction with representatives of the Company and the prospective purchasers of or underwriters or placement agents for the Refunding Bonds, both a preliminary and a final official statement, offering memorandum, or other similar document in connection with the sale of the Refunding Bonds, if determined to be necessary or desirable in connection with the sale of the Refunding Bonds. The Issuing Board has "deemed final" the form of the Preliminary Official Statement, dated _______, 1993, within the meaning of Rule 15(c)2-12 of the Securities and Exchange Commission.

ARTICLE V

MISCELLANEOUS

SECTION 5.01 Benefits of Ordinance Limited to the Issuer, the Trustee, and Holders of the Refunding Bonds.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Refunding Bonds is intended or should be construed to confer upon or give to any person other than the

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Issuer, the Trustee, and the Holders of the Refunding Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Issuer, the Trustee, and the Holders from time to time of the Refunding Bonds as herein and therein provided.

SECTION 5.02 Ordinance Binding Upon Successors or Assigns of the Issuer.

All the terms, provisions, conditions, covenants, warranties, and agreements contained in this Ordinance shall be binding upon the successors and assigns of the Issuer and shall inure to the benefit of the Trustee, its successors or substitutes in trust and assigns, and the Holders of the Refunding Bonds.

SECTION 5.03 No Personal Liability.

No recourse shall be had for the enforcement of obligation, covenant, promise, or agreement of the Issuer contained in this Ordinance or the Refunding Bonds, against any member of the Issuing Board, or any officer or employee of the Issuer, in his or her individual capacity, past, present, or future, either directly or through the Issuer, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance and the Refunding Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee of the Issuer, past, present, or future, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer and the Trustee or the bondholders or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every member, officer, and employee is, by the enactment of this Ordinance and the execution of the Refunding Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Refunding Bonds, expressly waived and released. The immunity of members, officers, and employees of the Issuer under the provisions contained in this Section 5.03 shall survive the termination of this Ordinance.

SECTION 5.04 Law and Place of Enforcement of the Ordinance.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in said State.

SECTION 5.05 Effect of Article and Section Headings.

The heading or titles of the several Articles and Sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

SECTION 5.06 Partial Invalidity.

If any provisions of this Ordinance shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitutional provision or statute or rule of law or public policy, or for any other reason, the circumstances shall not have the effect of rendering the provisions in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Ordinance shall not affect the remaining portions of this Ordinance, or any part thereof.

SECTION 5.07 Repeal of Inconsistent Ordinances, etc.

All ordinances, resolutions, proceedings, or action heretofore taken by the Issuing Board inconsistent with the terms and provisions of this Ordinance are hereby repealed.

SECTION 5.08 Effective Date.

This Ordinance shall become effective immediately upon the third reading hereof by the Issuing Board.

First Reading:	
Second Reading:	
Third Reading:	

A RESOLUTION

MAKING CERTAIN DETERMINATIONS AND FINDINGS PRIOR TO THE ISSUANCE OF OCONEE COUNTY, SOUTH CAROLINA, POLLUTION CONTROL FACILITIES REVENUE REFUNDING BONDS; CONFIRMING THE APPROVAL OF THE UNDERTAKING OF THE POLLUTION CONTROL FACILITIES AND THE ISSUANCE OF THE POLLUTION CONTROL FACILITIES REVENUE REFUNDING BONDS; AND AUTHORIZING THE FILING OF A PETITION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA, SEEKING ITS APPROVAL OF THE ISSUANCE OF THE POLLUTION CONTROL FACILITIES REFUNDING REVENUE BONDS.

BE IT RESOLVED BY THE COUNTY COUNCIL OF OCONEE COUNTY (the Council), in meeting duly assembled, that the County Council hereby determines and finds as follows:

- 1. Oconee County, South Carolina (the Issuer), acting by and through the Council, is authorized and empowered under and pursuant to the provisions of Chapter 3, Title 48 of the Code of Laws of South Carolina 1976, as amended (the Enabling Statute), to issue bonds for the purpose of defraying the cost of acquiring by construction and purchase pollution control facilities and to issue bonds for any enlargement, improvement, or expansion of any then existing pollution control facility and to secure the payment of the bonds by a pledge of the revenues payable pursuant to the loan agreement with respect to the bonds and may also be secured by a lien on any property given as security pursuant to the loan agreement and by a trust indenture.
- 2. The Issuer is further empowered at any time and from time to time to refund bonds issued pursuant to the Enabling Statute, but only with the approval of the State Budget and Control Board (the State Board) being first obtained, by the issuance of its refunding bonds in any amount as the Council may deem necessary but not exceeding an amount sufficient to refund the principal of the bonds to be refunded, together with unpaid interest thereon and any premiums, expenses, and commissions necessary to be paid in connection therewith. All refunding bonds issued under the authority of the Enabling Statute shall be payable in the same manner and under the same terms and conditions as are therein provided for the issuance of bonds.
- 3. The Council, by resolution adopted on June 12, 1980, as amended by resolution adopted on April 20, 1982, agreed, under the conditions set forth in the resolutions, inter alia, to issue the Issuer's not to exceed \$130,000,000 Pollution Control Revenue Bonds pursuant to the Enabling Statute, to finance the acquisition, construction, and installation of certain air and water pollution control facilities, including but not limited to a liquid waste and recycle system, a resin recovery system, and a volume reduction and

solidification system, and other machinery, devices, equipment, facilities, systems, structures, and appurtenances, to abate, eliminate, control, or prevent air or water pollution (including excessive heat) and to dispose of solid waste (these pollution control facilities being referred to collectively as the Pollution Control Facilities) at the Oconee Nuclear Station of Duke Power Company (the Company).

- 4. The Issuer heretofore found that the Pollution Control Facilities subserve the purposes of the Enabling Statute, and the amount of bonds necessary to finance the Pollution Control Facilities was \$102,000,000 and by petition to the State Board the Issuer requested the State Board's approval of the Pollution Control Facilities and the financing of the Pollution Control Facilities by the issuance of pollution control revenue bonds.
- 5. The State Board, by resolution adopted on November 3, 1982, approved the Pollution Control Facilities and the proposal of the Issuer to finance the Pollution Control Facilities by the issuance of pollution control revenue bonds.
- 6. By ordinance enacted May 17, 1983, the Council approved the issuance of the Issuer's \$102,000,000 Pollution Control Revenue Bonds, Series A (Duke Power Company Project) (the Series 1983 Bonds), to finance the Pollution Control Facilities.
- 7. The Company has now requested the Issuer to refund the outstanding Series 1983 Bonds in the amount of \$77,000,000 by issuing the Issuer's Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project) in the aggregate principal amount of not exceeding \$77,000,000, in one or more series (the Refunding Bonds), the proceeds of which will be used to retire the outstanding Series 1983 Bonds, pursuant to the Enabling Statute.
- 8. The Refunding Bonds will be secured by an assignment of payments due under the Loan Agreement between the Issuer and the Company (the Loan Agreement) to a trustee to be named (the Trustee) under a Trust Indenture between the Issuer and the Trustee for the benefit of the holder or holders of the Refunding Bonds.
- 9. The Company, under the terms of the Loan Agreement, is required, at its expense, to maintain the Pollution Control Facilities in good repair and to keep the Pollution Control Facilities properly insured; and to make loan repayments sufficient to pay the principal of, premium, if any, and interest on the Refunding Bonds as they become due. Neither the Pollution Control Facilities nor any charges in connection with the Pollution Control Facilities or the construction, expansion, acquisition, installation, operation, and maintenance of the Pollution Control Facilities or in connection with the Refunding Bonds, including the payment of principal or interest, shall constitute or give rise to

a pecuniary liability of the Issuer or a charge against the general credit or taxing power of the Issuer.

AND, BE IT FURTHER RESOLVED that the County Council of Oconee County hereby confirms its approval of the undertaking of the Pollution Control Facilities and approves the issuance of its Refunding Bonds to refund the Series 1983 Bonds as aforesaid, the filing of its petition, in accordance with Code Sections 48-3-140 and 48-3-100, to the State Budget and Control Board of South Carolina, in substantially the form of the Petition attached hereto (or with any changes as shall be approved by the Attorney for Oconee County), and the execution by the Chairman of County Council, or in his absence, the Vice Chairman of County Council, and the attestation by the Clerk of the Council to the same and the affixation of the Seal of Oconee County thereto, and, further, authorizes and empowers the Chairman of County Council, or, in his absence, the Vice Chairman of County Council, to take all other action necessary or incidental to the execution and filing of the Petition.

APPROVED AND ADOPTED, on first and final reading this sixteenth day of February, 1993 by a vote of:

4 :YES

0 :NO

Norman D. Crain Supervisor-Chairman Oconee County Council

Attest:

Opal O. Green Council Clerk

PETITION

TO

THE STATE BUDGET AND CONTROL BOARD

OF

SOUTH CAROLINA

PURSUANT TO SECTIONS 48-3-140 AND 48-3-100 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

RE: NOT EXCEEDING \$77,000,000 OCONEE COUNTY, SOUTH CAROLINA, POLLUTION CONTROL FACILITIES REVENUE REFUNDING BONDS (DUKE POWER COMPANY PROJECT)

EX PARTE: COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA

TO: The Honorable Carroll A. Campbell, Jr., Governor
The Honorable Grady L. Patterson, Jr., State Treasurer

The Honorable Earle E. Morris, Jr., Comptroller General

The Honorable John W. Drummond, Chairman Senate Finance Committee

The Honorable William D. Boan, Chairman House Ways and Means Committee

Constituting the State Budget and Control Board of the State of South Carolina

Your Petitioner, the County Council of Oconee County, South Carolina, (the Council) respectfully prays:

1. Oconee County (the Issuer) proposes to refund the outstanding \$77,000,000 Oconee County, South Carolina, Pollution Control Revenue Bonds, Series A (Duke Power Company Project) (the Series 1983 Bonds), by authorizing the issuance of not exceeding \$77,000,000 Oconee County, South Carolina, Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project) (the Refunding Bonds) pursuant to Chapter 3, Title 48 of the Code of Laws of South Carolina 1976, as amended (the Enabling The proceeds of the Series 1983 Bonds were loaned to Statute). Duke Power Company, a North Carolina corporation (the Company), and used to finance the acquisition, construction, and installation of certain air and water pollution control facilities and solid waste disposal facilities at the Oconee Nuclear Station, located in Oconee County, South Carolina (the facilities being referred to herein as the Pollution Control Facilities). The State Budget and Control Board has heretofore approved the Pollution Control Facilities and the issuance of the Series 1983 Bonds by resolution adopted on November 3, 1982.

- 2. The Department of Health and Environmental Control has certified that the Pollution Control Facilities are necessary and that the design thereof will result in the elimination, mitigation, and prevention of air or water pollution by the Company, and therefore, the Pollution Control Facilities are "pollution control facilities", as defined in the Enabling Statute.
- 3. The Refunding Bonds will be secured by an assignment of payments due under the Loan Agreement between the Issuer and the Company (the Loan Agreement) to a trustee to be named (the Trustee) under a Trust Indenture between the Issuer and the Trustee for the benefit of the holder or holders of the Refunding Bonds.
- 4. The Company, under the terms of the Loan Agreement, is required, at its expense, to maintain the Pollution Control Facilities in good repair and to keep the Pollution Control Facilities properly insured; and to make payments sufficient to pay the principal of, premium, if any, and interest on the Refunding Bonds as they become due.
 - 5. The Council has found and determined:
- (a) The Pollution Control Facilities are "pollution control facilities" as defined in the Enabling Statute.
- (b) There is a need for the Pollution Control Facilities in Oconee County to provide modern and efficient pollution control facilities at the lowest possible expense to the Company.
- (c) The Company is a corporation with established credit and is financially responsible and capable of fulfilling its obligations under the Loan Agreement to be entered into between the

Upon the basis of the foregoing, the Council respectfully prays:

That the State Budget and Control Board accept the filing of the Petition presented herewith and that it thereafter approve the refunding of the Series 1983 Bonds by the issuance of the Refunding Bonds in the amount of not exceeding \$77,000,000 in one or more series, including changes in details of the financing as finally consummated which do not materially affect the undertaking, and that it give published notice of its approval in the manner set forth in Code Section 48-3-140.

Respectfully submitted,
OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

BUDGET ADJUSTMENT AUTHORIZATION Revised 07-01-90

DA7	re0	2-11-93 DEPARTMENT Motor	r PoolCHANGE NO
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	FROM:	(fill in line item name)	# 10 _ 012 _ 00500 _ 05049 \$ 2,500.00 (fill in line code)
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2.	TO:	(fill in line item name)	# \$ (fill in line code)
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	Justi	fication:	
			DEPARTMENT HEAD SIGNATURE
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DIS	APPROV	ED:	• · · · · · · · · · · · · · · · · · · ·
ATT	EST:	Opal O. Sreen	

BUDGET ADJUSTMENT AUTHORIZATION Revised 07-01-90

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BUDGET ADJUSTMENT AUTHORIZATION Revised 07-01-90

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This	Many unforeseen major repairs that had to be made to Rock Crusher equipment year we have had to rebuild two engines, repaired transmission, replaced tracks on shovel aced link on crane.	
	Rock Crusher Vehicle Maint. # 17 - 012 - 00200 - 02054 # 10,000.00 (fill in line item name) (fill in line code)	
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BID FORM

OCONEE COUNTY PURCHASING DEPARTMENT 201 W. MAIN STREET 208 BOOKER DRIVE (MA) WALHALLA, SC 29691

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4	750-17	TT	POWER King	Reg	D/8	BJ51	85.07
4	750-17	TT	COOPER	MS	D/9	E1819	98.74
8	245-75R16	TL	Whangle	M S	E/10	740-831-399	96.64
4	P19575R14	TL	Goodyean Tiempo	\$T	Std.	774-854-248	38,95
4	P18575R14	TL	,1	ST	Std.	774-853-248	37.33
2	24575R16	TL	Goodyear Wrangles	ST	E/10	740-831-389	96.64
11		TL	i Al	ST	D/8	740-829-439	88,59
6 💈	<i>j 10</i> 00/2/5 10- 50 R15	TL	6114	MS	6/14 E/10	135-371-003	179,52
2	20570HR15	TL	EAGLE GT+4	/ ST	D/8_	111-707-486	61.63
	* * *	* * G	roup C	– Не	avy D	uty *****	
18	1000R20	TT	G-159	Reg	G/14	138-376-848	199,30
6	1000R20	TT	G-167	MS	G/14	138-376-698	235,27
6	1000R20	TT	6-188	TRAC	G/14	138-376-698	244,42
8	1100R22	TT	Ca-286	Reg	H/16	138-384 553	270.80
8	1100R22	TT	6-286	MS	H/16	138-384-537	300.29
8	1100R22.5	TL	6-159	Reg	G/14	138-802-903	225.04
8	11L16	TL	GATEWAY	Reg	E/10	160-943-116	106.50
2	385-65R22.5	TL	6-286	Reg	J/18	759-550-541	342.16
14	11R24.5	TT	6-188	TRAC	G/14	138-810-683	283.07

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				1		
9L'HE	12217			11	4E-6.81	S
20.1	12 218 12 218 4015 218			£1	91-027	30
88.07	10 218			11	85-6-81	it .
24,42	81271			71	08-6.81	12
86.85	AOSSST			71	1300/1/0081	S
81.81	1915-11			"	1100R22	91
86.51	h9h-11			,,	1100820	S1 -
15, 51	72.464			JAnoiTA(1000 R20	30
	pes ****	uT 91	il -	d quore	****	
4C,086	69tr6th2-5L1	е БТУ	TRAC	10/01 + 16/0	TT 46-9.31	9
94.858	289-708-851	tr1/5	SM	8819	1100R22.5 TL	ħ
80 TEL 1	118-288-881	91/40	TS	5519	TT OSROOFF	St
19.951	956- EHL-8 El	E\10	TS	19	9-22.5 TL	ħ
87.876	59h-0hL-561	9/0	DART	Terens	TT 08-9.31	12
29.881	029-802-221	E\10	2M	Custon 7	TT 0S-006	9
25'081	200-168-581	G\17t	प्रक्ट	1119	TT ≷!A0001	8
91,945	691-986-561	E\10	DART	oners!	TT 82-9.81	ŧτ
50'L4ti	88-9hh-LSL	0;	DAHT	2.775	1400-24 TL	tr ·
4U		91/0	DART	4/1	TT 08-4.31	17
epta5	9pcS gobne?	Losd Asnsf	bs91.	Srand Seme/	Description	Anticipated Quantity
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(Use this number on envelopes & all related correspondence.)

BID FORM

OCCNEE COUNTY PURCHASING DEPARTMENT 201 W. MAIN STREET 208 BOOKER DRIVE (MA) WALHALLA, SC 29691

The WILLER BROS BIANT TIRE
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for tires
with the description(s) and/or specification(s) 25326med not 555 551 551 551 551
Bid shall include delivery to location stated on Sid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.
Bidding Organization MILLER EROS GIANT TIRE
P.O. Box 3965
_ CAYCE SC 2917/
By (signature) 4 M aOn Title MGR.
Telephone 883-796 8880 Delivery Date 2 WEEKS FROM
Date 2-8-93 AURILABLE WITH

Anticipated	}		Brand	!	Load	!	
Quantity	Description	on	Мате	Tread	Range	Vendor Code	Price
	* * *	* * G	roup A	– Po	lice	Tires ***	· f
90	P22570HR15	BW	Good Year	Reg	Police		DEALD
70	P22570HR15	BW	Good Year	MS	Police	219	1413
12	P22570HR15	WW	Good Year	Reg	Políce	YO ERF PLE	1
12	P22570HR15	WW	Good Year	MS	Police	LOS AUMINIE	:
8	P22560VR15	BL	Good Year	Reg	Police		:
	# *	* * *	Group E	3 - L	ight	Duty *****	PRICE EACH
15	950-16.5	TL	SIGMA	Reg	E/10	WL 89	82.00
4	950-16.5	TL		MS	E/10	† 1 1 1	NO BID
5	8-14.5	TL	KING !	Reg	F/12	LA 29	77.00
8	P23585R16	TL	POWER !	Reg	D/8	DR 16	95.00
6	P23585R16	TL		MS	D/8		NO BID
18	750-16	TL	SIGMA	Reg	D/8	VW 49	74,00

. <i>1</i>							
cipated jantity	Descript	ion	Brand Name	Tread	Load Range	Vendor Code	Price EA
12	750-16	TL	SIGMA	MS	D/8	AV49	88.00
15	700-15	TL	SIGMA	Reg	D/8	B=36	65.00
30	700-15	TL		MS	D/8		NOSID
15	L21585R16	TL	SICMA	AS	D/8	DR14	82.00
15	875R16.5	TL	SIGMA	Reg	D/8	PR58	90.00
15	875R16.5	TL	SIGMA	MS	D/8	YR 58	99.00
1	31-10.50R1	5 BW		MS	A/2		NOSE
20	P23570HR15	RWL		Reg	S2		NO 810
Σį	750-17	TT	SIGMA	Reg	D/8	R151	93.00
4	750-17	TT		MS	D/9		No 8D
8	245-75R16	TL	SIGMA	MS	E/10	TR38	105.00
4	P19575R14	TL	SIGMA	ST	Std.	A 239	45,00
4	P18575R14	TL	SIGMA	ST	Std.	H238	45.00
2	24575R16	TL	SIGMA	ST	E/10	PA38	98.00
11	22575R16	TL	SIGMA	ST	D/8	PA24	82.00
6	10-50R15	TL		MS	E/10		NO 8D
2	20570HR15	TL		ST	D/8		NO BID
	* *	*** (roup C	- Не	avy D	uty ****	
18	1000R20	TT	POWER	Reg	G/14	GH 65	210.00
6	1000R20	TT	POWER LLING	MS	G/14	Mr 65	213.00
6	1000R20	TT		TRAC	G/14		Note
8	1100R22	TT		Reg	H/16		NOBO
8	1100R22	L		MS	H/16		DOSID
8	1100R22.5	TL	HOWER KING	Зeg	G/14	WT71	775.00
8	11L16	TL	HARVEST	Reg	E/10	HQ56	94.00
2	385-65R22.5	TL	CONTINUENTA	Reg	J/18	(-020805/	470.00
14	11R24.5	TT	POWED KING	TRAC	G/14	MM72	260,00
							

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	16				85-6-81	tı
	So				08-6.91	12
/					1300/1400-24	. 'S
/(1100R22	91
					1100R20	SI
					1000 R20	30
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	re Tub	ır -	G roup	****	
118 au		o bjy	DART		TT 45-6.81	9
ag 30	1	t1/5	SW		TT 2.SSR0011	ħ
00 OE 6	0643	G/17t	TS	2350	TT OSA0011	Si
00.051	Ct1 =13	E/10	TS	Power (2156	JI S.SS-9	tr tr
30.00	98 37	9/0	DART	H GRUEST	TT 08-6.81	. 71
00.28	1974	E/10	SM	12000 12000	TT 02-006	9
09.016		tr1/5	Reg	13000 2000	TT 2180001	8
ag &		E/10	TRAC		TI 82-9.81	ŧη
	3 1	10	DART	-	1400-24 TL	tī
08 01	1		<u></u>	<u> </u>		
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(Use this number on envelopes & all related correspondence.)

BID FORM

OCONEE COUNTY PURCHASING DEPARTMENT 201 W. MAIN STREET 208 BOOKER DRIVE (MA) WALHALLA, SC 29691

ine
submits herewith our Bid in response to bid request number shown above, and in compliance
with the description(s) and/or specification(s) attached hereto for tires
•
Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation,
extra computation, or information on Bid Supplemental Form attached hereto.
Bidding Organization DICKSON'S TIRE + EQUIPMENT CO.
405 E. MAIN ST.
1 WESTMINSTER, C.C. 29692
By (signature) Landy Dukson Title Manager
Telephone 803-647-1400 or 803-647-246 Delivery Date
Da D

Anticipated Quantity	Descripti	nn	Brand Name	Tread	Load	Wender Code	Price	
	Ī		roup A		lice	Tires ****		-
90	P22570HR15	BW	Good Year	Reg	Police	100-876-193	49.34	53.9
70	P22570HR15	BW	Good Year	MS	Police	101-876-216	49.34	53.5
12	P22570HR15	₩₩	Good Year	Reg	Police	104-876-459	52.24	- 56,95
12	P22570HR15	WW	Good Year	MS	Police	*	4216	46.37
. 8	P22560VR15	BL .	Good Year	Reg	Police	103-935-208	57.67	62.65
	# *	* * *	Group B	- L	ight	Duty ****		
15	950-16.5	TL		Reg	E/10	312-218-090	45.13	49,49
4	950~16.5	TL		MS	E/10	313-218-091	48.20	52.71
5	8-14.5	TL		Reg	F/12	141-678-320	59.95	65.05
8	P23585R16	TL		Reg	D/8	741-836-402	79.41	. 85.48
6	P23585R16	TL		MS	D/8	140-836-399		89.19
18	750-16	TL		Reg	D/8	312-099-090	37.76	_{41.} 75

Acipated			Brand		Load			1
ntity	Descriptí	on	Name	Tread	Range	Vendor Code	Price	H4.87
12	750-16	TL		MS	D/8	3/3-099-09/	40,73	į.
15	700-15	TL		Reg	D/8	312-049-090	34,45	38.27
30	700-15	TL		MS	D/8	313-049-091	38.04	42,04
15	L21585R16	TL		AS	8/כ	741-820-402	76.04	81.94
15	875R16.5	TL		Reg	D/8	74-346-402	75.52	31.40
15	875R16.5	TL		MS	D/8	740-346-399	78.83	84.87
14	31-10.50R15	BW .		MS	A/2	740-219-399	73.70	179.48
20	P23570HR15	RWL		Reg	S2	107-893-221	42.04	46.84
ц	750-17	TT		Reg	D/8		90.00	96.50
4	750-17	TT		MS	D/9		100.00	107.10
8	245-75R16	TL		MS	E/10	740-831-399	89.65	96.23
4	P19575R14	TL		ST	Std.	774-854-248	24.58	34,91
4	P18575R14	TL		ST	Std.	774-853-248	23.33	â6.60
2	24575R16	TL		ST	E/10	741-831-402	85.43	91,80
11	22575R16	TL		ST	D/8	74/-829-402	77.73	83.72
6	10-50R15	TL		MS	E/10	No suc	H PLY	
2	20570HR15	TL		ST	D/8	NO SU	CH PLY	
	# #	* * * G	roup C	- He	avy D	uty ****		
18	1000R20	TT		Reg	G/14	138-376-955	185.56	196.91
6	1000R20	TT		MS	G/14	138-376-892	190.14	301,75
6	1000R20	TT		TRAC	G/14	138-376-698	234.43	248.25
8	1100R22	TT		Reg	H/16	138-38X-553	260,80	275.91
8	1100R22	TT	,	MS	H/16	138-384-537		306.91
8	1100R22.5	TL		Reg	G/14	138-802-956	203.38	215.65
8	11L16	TL		Reg	E/10		100.00	105.00
2	385-65R22.5	TL		Reg	J/18	759-550-54/	332.13	350.8
14	11R24.5	TT		TRAC	G/14	138-810-683	1	28883

Antopipated			Brand		Load		70	-
1 tity	Descripti		Name	Tread	Range	Vendor Code	Price	
14	16.4-30	TT		TRAC	C/16	No	SIZE 1	la.
4	1400-24	TL		TRAC	10	123-441-064	317,52 1	333,40
4	16.9-28	TT		TRAC	E/10	165-739-034	449.29	471.75
8	1000R15	TT		Reg	G/14	135-37/-003	173.52	184,30
6	900-20	TT		MS	E/10	122-208-620	131.63	140.31
12	16.9–30	TT		TRAC	C/6	175-740-469	266.79	280.13
14	9-22.5	TL		ST	E/10		145.00	154.35
1.5	1100R20	TT		ST	G/14	138-381-955	2/4.16	326.97
ŢĪ	1100R22.5	TL		MS	G/14	138-802-891	210,10	232.71
6	16.9-34	TT		TRAC	6 ply	175-749-469	270.75	284.29
	* *	* * *	roup D	- Ti	re Tu	bes ****		7
30	1000R20						15.00	707 t
15	1100R20					The state of the s	17.00	17.85
- 16	1100R22	·					20.00	21.00
5.	1300/1400-2	<u>†</u>					22.00	23.10
12	16.9-30						25.43	26.70
īt .	16.9-28						25.43	26.70
30	750-16		·					-;
5	16.9-34						8.50 °	3637
		- 11 1111 - 1					2/30) *	
		P	PICE	15	+	2.00		
				1		2.00		
			FOR		SIE			1
				SPO.	-			,
	, ,	-07		EF	<u> </u>			
	<u>+ 5</u>		15	WE		ELIVER		
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BID FORM

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ibmits herewith our Bid in response to bid request number shown above, and in comp ith the description(s) and/or specification(s) attached hereto for tires	liance
id shall include delivery to location stated on Bid Notice. Show any exception, detra computation, or information on Bid Supplemental Form attached hereto.	eviation,
dding Organization MURPHREE TIRE CENTER	
302 WN IST ST	
<u> 5enica S.C. 09678</u>	
(signature) to Mujue Title Pro-	
Delivery Date Qs Mu	De D
Feb 10-93	
Price 1	ucludes lid wste
principated) Amend) ::	2

							Saioo Solid wsy
Anticipated Quantity	Descripti	ori	Brand Name	Tread	Load Range	Tendor Code	Price
- Quality	* * *		roup A		lice	Tires ****	
90	P22570HR15	BW	Good Year	Reg	Police	100 876 193	51.25
70	P22570HR15	BW	Good Year	MS	Police	101 876 216	51.33
12	P22570HR15	WW	Good Year	Reg	Police	104 876 459	1
12	P22570HR15	WW	Good Year	MS	Police	787 691 608	
8	P22560VR15	BL	Good Year	Reg	Police	103 935 208	59.50
	* *	* * *	Group B	- L	ight	Duty ****	
15	950-16.5	TL		Reg	E/10	312 218 090	62.25
4	950-16.5	TL		MS	E/10	313 218 091	66.25
5	8-14.5	TL		Reg	F/12	141 678 320	61.02
8	P23585R16	TL	a constant	Reg	D/8	74/836 402	77.14
6	P23585R16	TL		MS	D/8	740 836 399	80.79
• 18	750-16	TL	Ch compay any en	Reg	D/8	312 099 090	52.50

Accipated			Brand	m	Load	Transfer Only	Design
Quantity	Descript		Name	Tread	Range	Vendor Code	Price
12	750-16	TL		MS	D/8	313 099 091	56.50
15	700-15	TL		Reg	D/8	312 049 090	48.00
30	700-15	TL		MS	D/8	313 044 091	50. ²⁵
15	L21585R16	TL		AS	D/8	740 820 399	75.13
15	875R16.5	TL		Reg	D/8	744 239847	73.05
15	875R16.5	TL		MS	D/8	740 346 399	7452
4	31-10.50R15	5 BW		MS	A/2	740 219 399	69.80
20	P23570HR15	RWL		Reg	S2	104 876 234	54 10
4	750-17	TT		Reg	D/8	NA	;
4	750-17	TT		MS	D/9	N/A	1
8	245-75R16	TL		MS	E/10	740-831399	8447
4	P19575R14	<u>T</u> L		ST	Std.	774854 248	32 36
4	P18575R14	TL		ST	Std.	774 853 248	30.8/
2	24575R16	TL		ST	E/10	744 353 847	80.59
11	22575R16	TL		ST	D/8	744 729 847	73.49
6	10-50R15	TL		MS	E/10	NA	
2	20570HR15	TL		ST	D/8	NA	
	* *	*** (roup C	- Не	avy D	uty ****	
- 18	1000R20	TT		Reg	G/14	138 376 955	
6	1000R20	TT		MS	G/14	138 376 892	186 84
6	1000R20	TT		TRAC	G/14	138 376 242	221.00
8	1100R22	TT		Reg	H/16	138 384553	255, 55
8	1100R22	TT		MS	H/16	138 384537	284.22
8	1100R22.5	TL		Reg	G/14	138802956	199.72
8	11L16	TL		Reg	E/10	160 543 216	82.55
. 2	385-65R22.5	TL		Reg	J/18	759 550 541	324.89
14	11R24.5	ΤT		TRAC	G/14	138 810 891	214.54

		3rand		7		
A pipated Quantity	Description	Name	Tread	Load Range	Vendor Code	Price
4	16.4-30 TT		TRAC	C/16	NIA	
4	1400-24 TL		TRAC	10	123 441 064	303.64
4	16.9~28 TT		TRAC	E/10	165 739 034	411.35
8	1000R15 TT		Reg	G/14	135 371 003	170.70
6	900-20 TT		MS	E/10	122 208 620	133.00
12	16.9-30 TT		TRAC	C/6	175 740 469	262.43
4	9-22.5 Rad TL		ST	E/10	138 743 956	147.48
15	1100R20 TT		ST	G/14	138 381 955	210.20
14	1100R22.5 TL		MS	G/14	138 802 891	206.24
6	16.9-34 TT		TRAC	6 ply	175 749 469	266.29
	****	Group D	- T1	re Tu	bes ****	
30	1000R20				193 964 300	12.75
15	1100R20				193966300	18.43
16	1100R22				193 967300	22.90
5	1300/1400-24				193 438 220	24.22
12	16.9-30				196855404	25.6/
4	16.9-28				196 855 404	23.81
30	750-16				192258200	6.95
5	16.9-34				196 878 404	6.95 29.25
						· · · · · · · · · · · · · · · · · · ·

BID FORM

The COMEE TIRE	se to bid request number shown above, and in compliance
with the description(s) and/or spec	cification(s) attached hereto for tires
Bid shall include delivery to locat extra computation, or information o	tion stated on Bid Notice. Show any exception, deviation, on Bid Supplemental Form attached hereto.
Bidding Organization OCOM	
404	WN lat St-
SENE	ECA 3C 29678
By (signature) Sill Had	Ty Title PRESident
Telephone 803 882 273	3 Delivery Date AS REQUESTED
2/3/93	

Anticipated Quantity	Descripti	.on	Brand Name	Tread	Load Range	Tendor	Sode	Price	1
	# # 1	• • • · · · · · · · · · · · · · · · · ·	roup A	- Po	lice	Tires	* * * *	*	1
90	P22570HR15	BW	Good Year	Reg	Police			107.83	119.83
70	P22570HR15	BW	Good Year	MS	Police		; ;	130,13	132,13
12	P22570HR15	WW	Good Year	Reg	Police			120.88	122.88
12	P22570HR15	WW	Good Year	MS	Police				
8	P22560VR15	BL	Good Year	Reg	Police	3		18.73	720.7
	± 1	* * *	Group E	3 – L	ight	Duty	* * * * *		E
15	950-16.5	TL	monaid	Reg	E/10		,	64.13	66.13
4	950-16.5	TL	movarch	MS	E/10	<u> </u>	1	71,40	73.40
5	8-14.5	TL	TowMastye	Reg	F/12	T ! .	 ا ب يا	63,94	65.94
8	P23585R16	TL	Reministan	·	D/8			79.14	81.14
6	P2 3 585R16	TL	Reministan	MS	D/8			87.58	84,58
18	750-16	TL	monarch	Reg	D/8		į	55.63	57.43

Articipated			Brand		Load	1		7
htity	Descripti	.on	Name	Tread	Range	Vendor Code	Price	
12	750–16	TL	Monarch	MS	D/8		64.27	66.27
15	700-15	TL	11	Reg	D/8		44.98	46.98
30	700–15	TL	v1	MS	D/8		51,64	53.64
15	L21585R16	TL	Reminstan	AS	D/8		72.68	74.68
15	875R16.5	TL	11	Reg	D/8		73,96	75.96
15	875R16.5	TL	-/1	MS	D/8		78.57	80.57
4	31-10.50R15	BW WW	11	MS	A/2		76.65	78.65
20	P23570HR15	RWL	1)	Reg	S2		54.95	56.95
4	750–17	TT		Reg	D/8			
14	750-17	TT		MS	D/9			
8	245-75R16	TL	Reminstan	MS	E/10		87,80	89.80
14	P19575R14	TL	1)	ST	Std.		32,72	34.72
4	P1.8575R14	TL	11	ST	Std.		31,81	33.81
2	24575R16	TL	11	ST	E/10		81.60	83.60
11	22575R16	TL	[]	ST	D/8		74.11	76.11
6	10-50R15	TL	11	MS	E/10		82.18	84.18
2	20570HR15	TL		ST	D/8			
	* *	* * * G	roup C	- He	avy D	uty *****		
18	1000R20	TT	monaich	Reg	G/14		222.55	224.55
6	1000R20	TT		MS	G/14		235.19	237.19
б	1000R20	TT	1 (TRAC	G/14		272.31	274.3
8	1100R22	TT	1,1	Reg	H/16		321.21	323.2
8	1100R22	TT	11	MS	H/16		365.87	3.67.8
8	11 R 22.5 1100 R 22.5	TL	11	Reg	G/14		236.94	238.94
8	11L16	TL	Armstrong	Reg	E/10		95.70	97.90
2	385-65R22.5	TL	Sumitomo	Reg	J/18		481.57	483.57
14	11R24.5	TT	Monarch	TRAC	G/14		310.98	312.98

Anticipated	Dozon	 iotion	Brand Name	Traced.	Load	Vendor Code	Price	-
ntity 4	16.4-30	TT	acate	Tread TRAC	Range C/16	NO SIZE	to Quote	1
4	1400-24	TL	Almstrona		10	100 3120	294.87	1 29
4	16.9-28	TT	11	TRAC	E/10		371.1/	3
8	1000R15	TT	Sumitoma		G/14		249.92	á
6	900-20	TT	modi	MS	E/10		110.90	
12	16.9-30	TT	Almstrong	TRAC	C/6		268.58	2
14	9-22.5	TL	MONAICH		E/10		128.09	12
15	1100R20	TT	Moraich	ST	G/14		302.91	30
4	1100R22	2.5 5 TL	morarch	MS	G/14		290.11	20
6	16.9-34	ĨŢ	AIMStrong	TRAC	6 ply		303.11	3
		****	Group D	- Ti	re Tu	bes ****		
30	1000R20		Caples				10.81	-
15	1100R20		1				16.19	
16	1100R22		11				17.31	
5	1300/140	0-24					23.48	
12	16.9-30	-	11				23.99	
4	16.9-28		//				16.85	
30	750–16	Racial					6.15	
5	16.9-34		()				24.37	-
								Transaction color and the
			·					
								J . ·
		·						
	····							
								-

BID FORM

The W.N. WATSON Supply Co
submits herewith our Bid in response to bid/request number shown above, and in compliance
with the description(s) and/or specification(s) attached hereto for tires
Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation,
extra computation, or information on Bid Supplemental Form attached hereto.
Bidding Organization W.N. WATSON Supply Co
34- E. DIC Bee (Po Box 10368)
SREENVILLE S.C 29601
By (signature) Amarin McColline Title Vice Tuo
Telephone 803-232-8/17 Delivery Date AS Requester
Da $Q-3-93$

Anticipated	í		Brand		Load		
Quantity	Descripti	<u>011</u>	Name	Tread	gange	Vendor Code	Price
	***	* * G	roup A	- Po	lice	Tires ****	. .
90	P22570HR15	BW	Good Year	Reg	Police		
70	P22570HR15	BW	Good Year	MS	Police		
12	P22570HR15	WW	Good Year	Reg	Police		
12	P22570HR15	WW	Good Year	MS	Police	1	
8	P22560VR15	BL .	Good Year	Reg	Police		
	# #	* * *	Group B	- L:	ight	Duty ****	
15	950-16.5	TL	Finestone	Reg	E/10	207-489	75,09
14	950-16.5	TL	Firestone	MS	2 8ply	162-809	66.06
5	8-14.5	1	TRESTONE	Reg	F/12	242-241	54,63
8	P23585R16	TL	ZiRestone	Reg	D/8	281-719	64.15
6	P23585R16	TL	Firestone	MS	D/8	228-230	71.74
18	750-16	TL	TRESTONE	-	D/8	282-286	49,82

A ipated	-		Brand		Load	1	
Quantity	Descript	ion	Name	Tread	Range	Vendor Code	Price
12	750–16	TL_	FIRESTONE	MS	D/8	282.340	53,66
15	700-15	TL	Firestone	Reg	D/8	282-472	44.01
30	700-15	TL	FIRESTONE	MS	¥/8 ₹/8	282-391	.43,31
15	L21585R16	TL	TiRESTONE	AS	D/8	227-978	63.32
15	875R16.5	TL	FIRESTONE	Reg	D/8	281-824	62.09
15	875R16.5	TL	7 Bestone	MS	D/8	228-508	62.09
4	31-10.50R1	5. BW	FiReston	MS	C/6 -A/2	254-983	74.33
20	P23570HR15	RWL	Fineston	Reg	S2	845-926	49.01
4	750-17	TT	FRESTON	Reg	D/8	362-434	81.60
14	750-17	TT	DiRuton	MS	D/9	362-434	85.60
8	245-75R16	TL	Firestone	MS	E/10	273-260	72.05
4	P19575R14	TL	DiRectione	ST	Std.	088-927	3421
4	P18575R14	TL	FIREStone	ST	Stđ.	070-793	33.75
2	24575R16	TL	Fireston	ST	E/10	281-026	2150
11	22575R16	TL	Fireston	ST	D/8	280-909	62.72
6	10-50R15	TL	Diresta.	MS	E/10	254-983	74.33
2	20570HR15	TL	Frestne	ST	D/8	122-696	38.12
	# *	***	roup C	- Не	avy D	ıty *****	
18	1000R20	TT	Firestna	Reg	G/14	252-689	181.29
6	1000R20	ŢŢ	FRESTORE	MS	G/14	256-587	20225
66	1000R20	TT	FRUTON	TRAC	G/14	256-587	202-25
8	1100R22	TT	Firestone	Reg	н/16	277-053	26275
8	1100R22	TT	Zirestone	MS	ឣ/16	254.616	271.51
8	1100R22.5	TL	Firestone	Reg	G/14	252-700	19875
8	11L16	TL	Tirestone	Reg	F 12 E/10	326-089	8740
, 2	385-65R22.5	TL	Firestone	Reg	J/18	216-561	359.19
14	11R24.5	TT	Sireston	TRAC	G/14	281-069	251.67

Acipated	·		Brand	i 1	Load		
Quantity	Descrip	tion	Name	Tread	Range	Vendor Code	Price
11	16.4-30	TT	,	TRAC	C/16	NOT AUA	TAble
. 4	1400-24	TL	FIRESTINE	TRAC	10	406-554	26850
4	16.9-28	TT	Direston	TRAC	E/10	306-398	26043
8	1000R15	TT	TiRestones	Reg	G/14	252-654	181.29
6	900-20	TT	DiRectone	MS	E/10	208-264	125.76
12	16.9-30	TT -	Fireston	TRAC	C/6	338-044	223.49
4	9-22.5	TL	Pipertre	ST	E/10	179-981	154.11
15	1100R20	TT	FIRESTONE	ST	Pt 16ph	280-739	256.70
4	1100R22.5	TL	2 Restone	MS	G/14	281-042	234.31
6	16.9-34	TT -	mes force	TRAC	6 ply	338-860	262.85
<u>.</u>	*	* * * *	Group D	- Ti	re Tu	bes ****	
30	1000R20		Tireston			540-234	11:45
: 1.1.1.15	1100R20		Directon			540-242	1400
- 16	1100R22		DiRecton	 		540-269	14.93
5	1300/1400-	-24	Freetone			540-757	2070
12	16.9-30		FREStone			517-742	2370
Д.	16.9-28		Firestone			505-234	23.75
30	750-16		TRESTON			534129	5.17
5	16.9-34					Not	AURILAGIE

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

		•	
DATE 2-4-93-	D.T.D. 110	00.00	
TAIL X 7 / F	BID NO.	92-22	
		 	

* All Prices Listed Is Plus 2.00 5.0. Solid Waste Excidente.

Which has to shown As A seperate entity on the Invoice.

The #200 Is subject to Highway And Street Tires only.

It does not Apply to TARM And OFF the Highway Tires.

* All Prices Are Subject to S.C. SAles TAX

BID FORM

submits her with the de	rewith our Bid escription(s) a	in re and/or	sponse to bi specificati	d reque on(s) a	st number ttached :	r shown above, a nereto for tire	nd in compliance s	·
extra compu	tation, or in	Cormat	ion on Bid S	uppleme	ntal Form	m attached heret	ception, deviatio	n,
Bidding Org	anization <u>//</u>	1475	ON'S TIR.	ej K	REDS	INC		
	F	0.1	30x 308			Title Pry		
		/m.f	Souvella	, <u>S</u> .	C. 2	28681		·
By (signatu	re) Wych	list	- Tha	Yen	<u> </u>	Title Pry		•===
Telephone	803-96	3-3	5407			Delivery Data	2/10/93	
_	19/93							
DE /	/ // /							
Anticipate	d !	. -	Brand	i	Load	<u> </u>		
Quantity	Descripti	.on	Name	Tread	Range	Tendor Code	Price	_
	* * *	* *	Group A	- Po	lice	Tires ****	*	
90	P22570HR15	BW	Good Year	Reg	Police) 		
70	P22570HR15	BW	Good Year	MS	Police			
12	P22570HR15	WW	Good Year	Reg	Police			1
12	P22570HR15	WW	Good Year	MS	Police			1
8	P22560VR15	BL -	Good Year	Reg	Police			
	* *	***	Group E	3 – L	ight	Duty ****	· · · · · · · · · · · · · · · · · · ·	+2.
			<u> </u>			·	1 -1 -1-	
15	950-16.5	TL	From Wing	Reg	E/10	NL 89	67.43	69.4
4	950-16.5	TL	Power King	MS	E/10	4760 (A29	74.04	78.0
5	8-14.5	TL	Powerlicker	Reg	F/12	t329	-	64.9
8	P23585R16	TL	Powenling	Reg	D/8	E612	72.05	74-0
. 6	P23585R16	TL	Powenling	MS	D/8	#1417	89.85 95,51	975
• 18	750-16	TL	Signa Prem	Reg	D/8	VW49	69.78	lett

Acipated			Brand	<u> </u>	Load		1	1
Quantity	Descript	Lon	Name	Tread	Range	Vendor Code	Price	+200
12	750-16	TL	PewerKing	MS	D/8	A449	63.92676	69.04
15	700-15	TL	Power King	Reg	D/8	PG 35	48.24	50.2
30	700-15	TL	Power Knie	, MS	D/8	A435	53.92	55.2
15	L21585R16	TL	PowerKing	AS	D/8	#17 A14	84.8 J. 200.0 La	70.0
15	875R16.5	TL	Power King	Reg	D/8	DISSX #65#	8044 921	81.2
15	875R16.5	TL	POWER	MS	D/8	TRS8	71,85	90.12
4	31-10.50R15		SPORT	MS	Gle A/2	DG44	27.13	8913
20	P23570HR15	BW RWL	ELDORADO	Reg	S2	E2420	63.10	45.16
ŢĪ.	750-17	TT	Paureno	Reg	D/8	BJSI	23,40	85.40
4	750-17	TT	ELDORAGO	MS	D/9	E1319	95.01	97.01
8	245-75R16	TL	FOURTHE	5 MS	E/10	TR38	95.36	97.86
ļŧ .	P19575R14	TL	SIGMA	ST	Std.	ZT39	34.20	3680
4	P18575R14	TL	SIGMA	ST	Std.	2738	34.12	36少
2	24575R16	TL	Powerchas	s st	E/10	PA38	84.42	86.42
11	22575R16	TL '	Powershine	ST	9עֹם	PAZY	6246	70.46
6	10-50R15	TL	GRAND SPORT	MS	일 로/10	DGYY	27.13	89.13
2	20570HR15	TL		ST	D/8			
	* *	* * * (roup C	– Не	avy D	ıty *****	-	
18	1000R20	TT	Powen	Reg	G/14	BHLES	207.76	2097
6	1000R20	TT	POWER /	MS	G/14	MFLES	212.28	2097
6	1000R20	TT	Power	TRAC	G/14	11	1)	214.2
8	1100R22	TT		Reg	H/16			
8	1100R22	TT		MS	H/16_			·
8	1100R22.5	TL	HING	Reg	G/14	BOTI	218.09	220°- 936ú
8	11L16	TL	GATEWAY	Reg	E/10	F733	90.65	9360
2	385-65R22.5	TL C	DETWEENTER	_ Reg_	120	C0203051	450 93	453.9:
14	11R24.5	ŤŤ	POWER	TRAC	G/14	MMYZ	244.69	246

cipated		Brand		Load	Vendor Code	Price	120
quantity	Description	Name HAROVEST	Tread	Range C/			
4	16.9(-30 TT	14,006	TRAC	C/2	LFBLO	276.32	278
4	1400-24 TL	DEHMAN	TRAC	445	G72707	297.65	299.6
4	16.9-28 TT	- Grance	TRAC	E/10	A78182	330.20	332.
8	1000R15 TT	POWER	Reg	G/14	145W	195.76	197.7
6	900-20 TT	POWER	MS	E/10	ALLEI	162.25	164.
12	16.9-30 TT	HARDEN	TRAC	C/6	LFRLe	27/Le.32	278.
4	9-22.5 TL	YOWER XING	ST	E/10	BFUT	12954	13/
15	1100R20 TT	POWER	ST	G/14	BH10	230.94	232
Ţ.	1100R22.5 TL	CONTINENTAL	MS	G/14	Cozoazio	739.67	29/.0
6	16.9-34 TT	HARMEN	TRAC	6 ply	WF38	311.21	313.
	* * * * *	- 1	- Ti	re Tu	bes ****		
30	1000R20	DELUYE			IAELX	10.410	
15	1100R20	DELVAE			IAELO	12.21	
16	1100R22	(1)			I AEMI	Ne.leD	
5.	1300/1400-24	11			1GE19	22.61	
12	16.9-30				3FE31	24.45	
4	16.9-28				3FEZZ	21.10	
30	750–16	10			OP3AP	4.73	
5.	16.9-34	11			3FE41	24.98	
							_
						1	
			<u> </u>	<u> </u> 	<u> </u>		-
				<u> </u>			
							_
							_

BUDGET ADJUSTMENT AUTHORIZATION Revised 07-01-90

DATE 12/	2/93 DEPARTMENT Oconee CCS Commission CHANGE NO.	
IT IS REO	UESTED THAT THE FOLLOWING CHANGES BE HADE IN MY 049 _ BUDGET:	
. TO:	Cap. Exp. Equipment # 010-049 -00150 - 00840 s (fill in line item name) (fill in line code)	
FROX:	Convenience Center Clerks # 010-049 - 00110 - 04920 s 3,896.50 (fill in line item name) (fill in line code)	•
Just	ification:	
. то:	Cap. Exp. Equipment # 010- 049 -00150 - 00840 \$ 3,896.50 (fill in line item name) (fill in line code)	
FROM:	Convenience Center Clerks # 010-049 - 00110 - 04921 \$3,896.50 (fill in line item name) (fill in line code)	· · · · · · · · · · · · · · · · · · ·
Justi	fication:	
. то:	Cap. Exp. Equipment # 010-049 - 00150 - 00840 \$ 39432.00 (fill in line item name) (fill in line code)	6,572. x \$39,432.
	Convenience Clerks # 010-049 - 00110 - 04923 \$ 39432.00 (fill in line item name) (fill in line code) 04924, 04925, 04926, 04927, 04928, 84929	
Justi ———		Transfer to
	DEPARTMENT HEAD SIGNATURE	,225,00
PPROVED:	2/16/93 DATE: Date of Council Meeting Received by Council Clerk	-
ISAPPROV	ED: Date of Council Neeting	
.TTF57.	Onel O Sie	

COUNCIL CLERK

OCONEE COUNTY BID TABULATION

Used Compactor for CCS BID FOR:

DATE: February 1, 1993

BID NO:

92-19

LOCATION: Walhalla, SC

TIME:

2:00 p.m.

BIDDERS	Van Lott, Inc.	Pioneer Machinery	Floyd Marketing	Interstate Equip.	Road Machinery Services, Inc.
' Base Bid	No Bid	\$31,500.00	No Bid	No Bid	\$45,000.00
S. C. Sales Tax		1,575.00			2,225.00
TOTAL		\$33,075.00			\$47,225.00
		1979 Rex 350 used 1200 hours			1979 used Rex 350 Remanufactured 2061 hours ago
Alternate:					\$62,975.00 Used Rex 350A
Alternate:					\$83,975.00 Rex 350 - remanufacture
Alternate: .					\$99,725.00 REx 355 - remanufacture

ATTENDING OPENING:

Bobby Bell & Charles

Bob Owens - Pioneer: Marianne Dillard & Jenny Peay - Purchasing

BID No. 92-19 (Use this number on envelopes & all related correspondence)

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

with the	The PIONEER MACHINERY herewith our Bid in responce e description(s) and/or speci	to bid reque fication(s) n	est num numbere	mber shown above, and in compliance one page
1. 2.	Base Bid Other Charges (please specify) a. LESS RENTAL b.		\$ \$ \$	38,000.00
3.	Sub-Total		\$	31,500.00
4.	Less Trade-In allowance (where applicable)		\$	n/a
5.	S.C. Sales Tax (5%)		\$	1,575.00
6.	Total Delivered Price		\$	33,075.00
Show Form att	l include delivery to location any exception, deviation, exached hereto. Date: IMMEDIATELY	on stated on xtra computat	Bid No.	otice. or information on Bid Supplemental
BIDDING	ORGANIZATION PIONEER MACH	INERY INC.		·
ADDRESS:	P. O. BOX 2065			
CITY, ST	ATE, ZIP CODE WEST COLUMBI	A, SC 29171		
SIGNATUR	ES OF BIDDERS REPRESENATIVE	6	10	n Franci
	TI	TLE		GENERAL MANAGER
	DA	TE		1/26/93
	TFI	I FPHONE		(803) 794-9501

BID SUPPLEMENTAL FORM

OCONES COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

173855 A175		
DATE 1/26/93	BID NO.	5-92-19

ONE (1) USED REX TRASHMASTER, MODEL 3-50, S/N STREOS, EQUIPPED WITH MODEL 8V-71 DETROIT DIESEL ENGINE, 31M H.P., 3-SPEED POWERSHIFT TRANSMISSION, ALE BRAKES, KOPS ENCLOSED CAR W/HPATER & ALE CONDITIONER.
WEIGHT - 50,200 LBS.

355

BID No. 92-19 (#1 of 2) LISEP (Use this number on envelopes & all related correspondence)

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

	TINERY SERVICES,	
submits herewith our Bid in with the description(s) and/	responce to bio req or specification(s)	uest number shown above, and in compliance
and attached hereto for us	e compactor for CCS	(1) Used 1979/80 Model Rex Model 3-50
		ine, air conditioning, R.O.P.S. enclosed cab, et
Note: This machine complete	ly remanufactured –	appoximately 2061 running hours.
Warranty – Engine & Transmi	ssion 60 days – W	
1. Base Bid		\$ 44,500.00
Other Charges (please specify)		
a. Freight		\$ 500.00
b		\$
		4 45 000 00
3. Sub-Total		\$_45,000.00
4. Less Trade-In allow	ance	\$ n/a
(where applicable)		
		2 225 00
5. S.C. Sales Tax (5%)		\$
6. Total Delivered Pri	ce	\$47.225.00
Bid shall include delivery t	o location stated o	n Bid Notice.
Show any exception, devi	ation, extra comput	ation, or information on Bid Supplemental
Delivery Date: <u>10 days - 2</u>	weeks after receint	of order *
· · · · · · · · · · · · · · · · · · ·		
BIDDING ORGANIZATION ROAD	MACHINERY SERVI	CES, INC.
ADDRESS: P. O. BOX 5392		
ADDRESS. P. U. BUX		
CITY, STATE, ZIP CODE STATE	SVILLE, NC 28687	
SIGNATURES OF BIDDERS REPRES	ENATIVE	great, Frank
	TITLE	President
90% Compactor Wheels	71166	1 i estuent
Warranty - 1 Year.	DATE	January 29, 1993
	TELEPHONE	(704) 872-9528 - 1-800-222-2564
** Machine to be completely	cleaned and painte	d.
* Machine subject to prior		No Exceptions

BID No. 92-19 (#2 of 2) USEP (Use this number on envelopes & all related correspondence)

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

WALHALLA, SOUTH CAROLINA 29691

ROAD MACHINERY SERVICES, INC.

Machine subject to prior sale.

submits herewith our Bid in responce to bid reque with the description(s) and/or specification(s) n	st number shown above, and in compliance numbered one page
and attached hereto for use compactor for CCS	(1) Used 1980-81 Model Rex 3-50A Landfill
Compactor – 1981 year model (Rental Fleet Unit) new air conditioner, R.O.P.S. Cab, 318 diesel engine	W/heavy duty dozer blade, 90% cleats/wheels
1. Base Bid 2. Other Charges (please specify)	\$ 59,500.00
no fire a confirmation of the confirmation of	\$ 500.00
b.	\$ <u></u>
3. Sub-Total	\$ 60,000.00
4. Less Trade-In allowance	\$ n/a
(where applicable)	
5. S.C. Sales Tax (5%)	\$ 2,975.00
6. Total Delivered Price	\$ 62,975.00
Bid shall include delivery to location stated on Show any exception, deviation, extra computat Form attached hereto.	ion, or information on Bid Supplemental
Delivery Date: 2 to 3 weeks after receipt of ord	er.
BIDDING ORGANIZATION ROAD MACHINERY SERVICE	ES, INC.
ADDRESS: P. O. BOX5392	
CITY, STATE, ZIP CODE STATESVILLE, NC 28687	
SIGNATURES OF BIDDERS REPRESENATIVE	True Softs All
TITLE	President
DATE	January 29, 1993
TELEPHONE	(704) 872-9528 - 1-800-222-2564
** Machine to be completely cleaned & painted	

BID SUPPLEMENTAL FORM DCGNES COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE January 29, 1993		100
DATEJanuary 29, 1993	810 NO. 92_	i d
Carlot San		24

Note: The Remanufactured MachinesBld are built to specs identified as Exhibit#1 and include all items covered including new components identified.

NO EXCEPTIONS.

BID No. 92-19 (#1 of 2) Renam (Use this number on envelopes & all related correspondence)

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

The ROAD MACHINERY	Y SERVICES, INC.	
submits herewith our Bid in responsibility	once to bid reques	st number shown above, and in compliance
with the description(s) and/or sp and attached hereto for use con	mpactor for CCS	(1) Remanufactured 1993 Rex Model 3-50
		- * w/new air conditioner, R.O.P.S. Cab
		Warranty 6 months – wheels & cleats 1 year.
1. Base Bid		79,500.00
Other Charges (please specify)		
a. Freight		500.00
b. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
3. Sub-Total		80,000.00
4. Less Trade-In allowance	•	n/a
(where applicable)		
5. S.C. Sales Tax (5%)		3,975.00
6. Total Delivered Price		83,975.00
Bid shall include delivery to loc Show any exception, deviation Form attached hereto. Delivery Date: 45 working do	n, extra computati	Bid Notice. ion, or information on Bid Supplemental
BIDDING ORGANIZATION ROAD MA	CHINERY SERVIC	ES, INC.
ADDRESS: P. O. BOX5392	<u> </u>	
CITY, STATE, ZIP CODE _STATESVIL	LE, NC 28687	
SIGNATURES OF BIDDERS REPRESENATI	IVE	Time J. HEALD
	TITLE	President
	DATE	January 29, 1993
	TELEPHONE	(704) 872-9528 - 1-800-222-2564
	ched specs including ured components.	ng new wheel bands, cleats and <u>all</u>

BID No. 92-19 (2 of 2) Remond (Use this number on envelopes & all related correspondence)

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

WALHALLA, SOUTH CAROLINA 29691

4	The Road Machinery Services, Inc.	
with the and atta Landfill	description(s) and/or specification(s) ched hereto for use compactor for CCS	(1) Remanufactured (1993) Rex Model 3–55 h new air conditioner, new heater, R.O.P.S.
1. 2.	Base Bid Other Charges (please specify) a. Freight b.	\$ 94,500.00 \$ 500.00 \$
3.	Sub-Total	\$ 95,000.00
4.	Less Trade-In allowance (where applicable)	\$n/a
5.	S.C. Sales Tax (5%)	\$\$
6.	Total Delivered Price	\$ 99,725.00
Show Form att Delivery BIDDING	ached hereto. Date: 7 to 10 days * Mo	tion, or information on Bid Supplemental achine nearing completion - testing completed, nal painting/decaling to be completed.
	ATE, ZIP CODE Statesville, NC 28687	/-
	ES OF BIDDERS REPRESENATIVE	Fred SHEALS
	TITLE	President
	DATE	January 28, 1993
	TELEPHONE	(704) 872-9528 - 1-800-222-2564
Machi	ne subject to prior sale.	

Se Exhibit # 1

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE January 29, 1993

BID NO.

92-19

NOTE: Literature on Rex 3-55B Trashmaster enclosed - Principal difference in machine bid is that rebuilt bid machines have the heavier duty Allison transmission and Clark differential than the "B" Madel. - File 151 + # 2

OCONEE COUNTY BID TABULATION

BID	FOR:	1993 Class A 1,0	000 GPM Pumper Truck		٠٠ 	DATE:	December 2, 1992
		*			0		·
BID	NO:	92-17	LOCATION:	Walhalla, SC	<u> </u>	_TIME:	2:00 p.m.

		the state of the s	4,		
BIDDERS	TBC Fabrication d/b/a Boardman	Triad Fire Eq.	Carolina . Y FireMasters /	Harold's Sales & Service	Slagle's Fire Equipment
Base Bid	149,603.05	151,453.00	117,715.00	131,795.00	148,679.00
S. C. Sales Tax	300.00	300.00	300.00	300.00	300.00
TOTAL	149,903.05	151,753.00	118,015.00	132,095.00	148,979.00
Brand *	Boardman	Ferrara	E-One	American Fire Apparatus	КМЕ
Delivery	90 days ARC (Chassis ±90 days)	6 months ARO	150 days ARC	120 days ARO	180-240 days ARO
Bid Bond	Yes	Yes	No	Yes	Yes

ATTENDING OPENING: W. C. King - Dixie Fire; Steve King - Slagle's; Charles Lancaster - Harold's Sales & Service; Bobby Williams - Westminster Fire Department; Jenny Peay, Ann Albertson - Purchasing Department

BIO No. 92-17 (Use this number on envelopes & all related correspondence)

150

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

	iption(s) and/or ereto for <u>1993</u>			
	Bid Charges se specify)		\$ 149,603,05	
b	VII OMAG		\$ -0- \$ -0- '	_ 5
3, Sub-To	otal		\$ 149,603.05	*
CONTRACTOR	: Frade-în allowan : applicable)	te	\$	n/a
\$20.5	Sales Tax (5%)		5 7,480.15	MI
Total	Delivered Price		\$ 157,083.20	38
ny e ed 1 s	ide delivery to cception, deviat mereto. E-180 BAYS AFTER LATION TBC FAB	ion, extra compu ORDER	on Bid Motice. tation, or infor	mation on Bid Supplementa
	BOX 1401 S.	N. 11TH STREET		
	P CODE OKLAHOM	A CITY, OK 73108		1.369
	DOERS REPRESENT	ATIVE	Melin	L Lomal
100		TITLE	FIRE APPARAT	TUS SALES MANAGER
33		DATE	December 2,	B 12 / 12 / 12 / 12 / 12 / 12 / 12 / 12
		TELEPHONE	(405) 634-84	

BID No. 92-17 (Use this number on envelopes & all related correspondence)

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

	escription(s) and/or specificated hereto for <u>1993 Class A 1</u>			
2. Ot		\$_ \$_ \$_	151,453.00	
3. Su	ıb-Total	\$_		·
and the second second	ess Trade-In allowance where applicable)	\$_	n/a	
5. S.	.C. Sales Tax (5%)	\$_	300-00	
6. To	otal Delivered Price	·	151,753.00	
		12		
id shall i Show ar orm attach elivery Da IDDING ORG	GANIZATION Ferrara Fire Appar	a computatio	, or information on Bio	Supplemental
d shall i Show ar orm attach livery Da DDING ORG DDRESS: P.	ny exception, deviation, extra ned hereto. nte: 6 months GANIZATION Ferrara Fire Appar O. BOX P.O. Box 588	catus by Tri	, or information on Bio	i Supplemental
d shall i Show ar rm attach livery Da DDING ORG DRESS: P.	ny exception, deviation, extra ned hereto. nte: 6 months GANIZATION Ferrara Fire Appar	catus by Tri	d, or information on Bio	
d shall i Show ar rm attach livery Da DDING ORG DRESS: P.	ny exception, deviation, extra ned hereto. nte: 6 months GANIZATION Ferrara Fire Appar 0. BOX P.O. Box 588 E, ZIP CODE Kernersville, NC	catus by Tri	d, or information on Bio	Le W. Soo V-
d shall i Show ar rm attach livery Da DDING ORG DRESS: P.	ny exception, deviation, extra ned hereto. nte: 6 months GANIZATION Ferrara Fire Appar O. BOX P.O. Box 588 E, ZIP CODE Kernersville, NC OF BIDDERS REPRESENATIVE	catus by Tri	a, or information on Bio	Le W. Soo V-

BID No. 92-17 (Use this number on envelopes & all related correspondence)

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

· . ·		٠,	
1.	Base Bid Other Charges	\$_	98,155.00
	(please specify) a. additional equipment b.	\$_ \$_	19,560.00
3.	Sub-Total	\$_	117,715.00
⁾ 4.	Less Trade-In allowance (where applicable)	\$ _	n/a
5.	S.C. Sales Tax (5%)	\$_	300.00
6.	Total Delivered Price	\$_	118,015.00
Show Form att	il include delivery to location state any exception, deviation, extra contached hereto. Date: 150 days	ed on Bi	d Notice. n, or information on Bid Supplemental
BIDDING	ORGANIZATION Carolina FireMasters,	Inc.	
ADDRESS:	P. O. BOX <u>1116</u>	·	
CITY, ST	ATE, ZIP CODE Bennettsville, SC 295	312	
SIGNATUR	RES OF BIDDERS REPRESENATIVE		No Luncuste
	TITLE		<i>-</i>
	DATE	1.2	2-01-92
	TELEPHONE	1-	-800-741-7410



F.J. BOX 525

5325 BALL GROUND HW

BALL GROUND, GEORGIA 30107

(404) 479-5589

BID PROPOSAL

DATE: DECEMBER 1, 19	92
FOR: OCONEE COUNTY PURCHASING	G DEPARTMENT
MAILING ADDRESS: 208 BOOKER D	RIVE
WALHALLA OCONEE	SOUTH CAROLINA 29691
CITY COUNTY	
Purchaser, subject to Purch proposal and the proper contract, the following appa in accordance with the attack	
QUANTITY: 1 MODEL: 1	993 FORD F-800 1000 GPM/1000 GAL.PUMPER
Dollars Each (It is understany, will be added) Delivery is to be made st	
() chassis by the bidder.() financial documentationThe Bidder's right to with	
Submitted By: Charlie Lancaster	
HAROLDS SALES & SERVICE, INC.	AMERICAN FIRE APPARATUS, INC.
COMPANY	APPARATUS MANUFACTURER
P. O. BOX 6505	P. O. BOX 525
ADDRESS	ADDRESS
MARIETTA, GEORGIA 30065	BALL GROUND, GEORGIA 30107
CITY & STATE	CITY & STATE
(800) 282-7941	(404) 479–5589
PHONE NUMBER	PHONE NUMBER

BID No. 92-17 (Use this number on envelopes & all related correspondence)

BID FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 WEST MAIN STREET

submits	The sherewith our Bid in responce to bid rome description(s) and/or specification(equest number shown above, and in compliance
	cached hereto for 1993 Class A 1,000	
	Base Bid	\$148,679.00
2.	(please specify)	
) 3.	Sub-Total	\$ 148,679.00
4.0000		a filos de la companya de la company
4.	Less Trade-In allowance (where applicable)	
5.	S.C. Sales Tax (5%)	\$ FD PAY DIRECTLY TO STATE
6.	Total Delivered Price	\$ 148,679.00
Sho Form at	all include delivery to location stated we any exception, deviation, extra computation hereto. Ty Date: 180-240 dayssafter receipt of	utation, or information on Bid Supplemental
BIDDING	ORGANIZATION Jack L. Slagle's Fire Equ	ripment for KME Fire Apparatus
ADDRESS	: P. O. BOX P.O. Box 2184	One Industrial Complex
	TATE, ZIP CODE Cayce, SC 29171	Nesquehoning, PA 18240
	RES OF BIDDERS REPRESENATIVE	Sto. Pin
	TITLE	Sales Representative
	DATE	December 1, 1992
)	TELEPHONE	803/791-4555 or 1-800-446-8896

ORDINANCE	NO.
------------------	-----

AUTHORIZING THE ISSUANCE AND SALE OF \$1,000,000 GENERAL OBLIGATION BONDS, SERIES 1993, OF OCONEE COUNTY, SOUTH CAROLINA, FOR THE PURPOSE OF ACQUIRING LAW ENFORCEMENT VEHICLES, FIRE FIGHTING VEHICLES, ROAD EQUIPMENT, MAINTENANCE TRUCKS, PACKER TRUCK, FOUR WHEEL DRIVE TRUCK AND DEFRAYING THE COST OF ROAD PAVING OF COUNTY-WIDE BENEFIT: AUTHORIZING DISTRIBUTION OF Α PRELIMINARY **OFFICIAL** STATEMENT AND A FINAL OFFICIAL STATEMENT: FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY SUPERVISOR TO PRESCRIBE CERTAIN MATTERS RELATING TO THE PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The County Council (the "Council") of Oconee County, South Carolina (the "County"), hereby finds and determines:

- (a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the "Code"), and the results of a referendum held in accordance therewith, the Council-Supervisor form of government was adopted and the Council constitutes the governing body of the County.
- (b) Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that general obligation debt may be incurred by the governing body of each county of the State for any of its corporate purposes in an amount not exceeding eight percent of the assessed value of all taxable property of such county.
- (c) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended ("The County Bond Act"), the county council of any county may issue general obligation bonds of such county for any corporate purpose of such county to any amount not exceeding the constitutional debt limit applicable.
- (d) The County Bond Act requires that an election be held prior to the issuance of general obligation bonds. Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977 ("Act No. 125") provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, then in every such instance no election need be held (notwithstanding

the requirement therefor) and the remaining provisions of The County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

- (e) The Council has been advised that funds are needed for the purpose of acquiring law enforcement vehicles, fire fighting vehicles, road equipment, maintenance trucks, packer truck, and a four wheel drive truck and defraying the cost of road paving of county-wide benefit the "Project"). The issuance of general obligation bonds authorized by this Ordinance for this purpose is necessary for the proper functioning of County government. The Bonds will be issued for corporate purposes and public purposes of the County.
 - (f) The Project will be of County-wide benefit to the residents of the County.
- (g) The County can incur approximately \$_____ of general obligation indebtedness within its constitutional debt limitation.
- (i) It is now in the best interest of the County for the Council to provide for the issuance and sale of \$1,000,000 general obligation bonds authorized by this Ordinance for the purpose of undertaking the project described in Section 1(e) above.

Section 2. Pursuant to the aforesaid provisions of the Constitution, The County Bond Act and Act No. 125, there is hereby authorized to be issued general obligation bonds of the County in the principal amount of \$1,000,000 to be designated "\$1,000,000 General Obligation Bonds, Series 1993, of Oconee County, South Carolina" (the "Bonds"), for the purpose set forth in Section 1(e) hereof including any financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Bonds shall be issued as fully registered Bonds; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof and bear interest from such date; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; shall be numbered from R-1 upward; shall bear interest from their date payable semiannually on April 1 and October 1 of each year, commencing October 1, 1993, at such rate or rates as may be determined by the Council at the time of sale thereof; and shall mature serially in successive annual installments, in numerical order, on April 1 of each of the years and in the principal amounts as follows:

<u>YEAR</u>	PRINCIPAL AMOUNT*	YEAR	PRINCIPAL AMOUNT*
1994	\$ 85,000	1998	\$ 135,000
1995	95,000	1999	145,000
1996	105,000	2000	155,000
1997	115,000	2001	165,000
	•		

Without further authorization, the Council hereby delegates to the County Supervisor the authority to determine (a) the time and date of sale of the Bonds; (b) the registrar/paying agent for the Bonds, subject to the terms and conditions stated below, and (c) to accept the lowest bid submitted to purchase the Bonds provided the net interest cost does not exceed 6.5% per annum.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after the receipt of bids, the successful bidder, if any, for the Bonds may, subject to the approval of the County Supervisor designate the registrar and paying agent (the "Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent organized under the laws of the State of South Carolina or the laws of the United States of America and located either within or without the State of South Carolina. In the event the successful bidder fails to designate any such Registrar/Paying Agent within twenty-four (24) hours after the receipt of bids, or the County Supervisor does not approve the Registrar/Paying Agent designated by the successful bidder, the Registrar/Paying Agent shall be designated by the County Supervisor.

Section 3. The County shall cause its books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purposes at the principal office of the Registrar/Paying Agent by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered bond pursuant to this Section shall be canceled by the Registrar/ Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, interest and redemption premium, if any, on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary.

Section 4. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obligated to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

<u>Section 5.</u> In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

Section 6. The Bonds shall be executed in the name of the County with the facsimile signature of the Chairman of the County Council and the County Supervisor attested by the facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

Section 7. The Bonds and the certificate of authentication shall be in substantially the following forms:

(FORM OF BONDS)

UNITED STATES OF AMERICA STATE OF SOUTH CAROLINA OCONEE COUNTY GENERAL OBLIGATION BOND, SERIES 1993

No. R-

	INTEREST RATE	MATURITY _DATE_	ORIGINAL ISSUE DATE	CUSIP
	%			
Registered	Holder:			
Principal A	amount:			DOLLARS
registered is maturity day office of the date her respect to the payable until this Bename this Expresently of business interest pay currency of public and	ty"), is justly indebted holder named above, or ate specified above, up the "Paying reof at the interest rate the payment of such processing of the payment of such processing and shall and is registered on the son the fifteenth (15th yment date. The pring of the United States of private debts; provided eck or draft as set forter	d and, for the value registered assigns, pon presentation and , in g Agent"), and to pa per annum specified rincipal amount shall semiannually on April be payable by check registration books, in	ar month next preceding on this Bond are paya at the time of payment erest on this fully regist	nises to pay to the hown above on the nd at the principal, State of cipal amount from y's obligation with est on this Bond is each year thereafter he person in whose ed by the registrar, strar"), at the close of each semiannual ble in any coin or out, legal tender for the ered Bond shall be
		ligatory for any purp	benefit under the Ord pose, until the certificater.	•

The terms and provisions of this Bond are continued on the reverse side hereof and such continued terms and provisions shall for all purposes have the same effect as though fully set forth at this place.

(REVERSE SIDE OF BOND)

UNITED STATES OF AMERICA STATE OF SOUTH CAROLINA OCONEE COUNTY GENERAL OBLIGATION BOND, SERIES 1993

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as the Bonds respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity and rate of interest, aggregating One Million Dollars (\$1,000,000), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977; and Ordinance No. ______ duly adopted March 16, 1993 (the Ordinance), by the County Council.

The obligations of the County under this Ordinance and the pledges, charges, trusts and covenants and agreements of the County made under this Ordinance shall be fully discharged and satisfied as to any Bond upon compliance by the County with the provisions of the Ordinance regarding defeasance of the Bonds prior to maturity.

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina, and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the County Supervisor and Chairman and attested by the facsimile signature of the Clerk of the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA
Supervisor and Chairman, County Council

Clerk to County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

T .		4 / 1	. •		
Date	ΩT	Authe	ነበተነር:	ลบาดทา	١

Oconee Cour	This Bond is one on ty, South Carolina.	f the Bonds described in the within mentioned Ordinance of
		as Registrar
		Authorized Signatory
written Bond laws or regu	shall be construed as	reviations, when used in the inscription of the face of the sthough they were written out in full according to applicable
TEN COM -	As tenants in common	UNIF GIFT MIN.
TEN ENT -	As tenants by the entireties	ACT. (Cust)
JT TEN - A	as joint tenants with right of survivorship and not as tenants in common	Custodian (Minor) under Uniform Gifts to Minors Act (State)
		tions may also be used though not in a list above. FORM OF ASSIGNMENT)
	FOR VALUE REC	CEIVED, the undersigned sells, assigns and transfers unto
the within		(Name and address of Transferee) oes hereby irrevocably constitute and appoint attorney to transfer the within Bond on the books kept for
registration (inereot, with full pow	ver of substitution in the premises.

Dated:	
Signature Guaranteed:	(Authorizing Signatory)
(Bank, Trust Company, or Firm)	NOTICE: The signature to this assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.
	NOTICE: Signature must be guaranteed by an institution who is an eligible participant in one of the Medallion Signature Guarantee Programs
back of each Bond and pre- behalf of the County with	ne final approving legal opinion to be rendered shall be printed on the exceding the same a certificate shall appear, which shall be signed on a facsimile signature of the Clerk of the County Council. Said cantially the following form:
correct copy date and le Counselors issue of bor which opini date of deli	REBY CERTIFIED that the following is a true and y of the complete final approving opinion (except for tterhead) of McNair Law Firm, P.A., Attorneys & at Law, Greenville, South Carolina, approving the nds of which the within bond is one, the original of on was manually executed, dated and issued as of the every of and payment for the bonds, and a copy of file with the County Council of Oconee County, South
	OCONEE COUNTY, SOUTH CAROLINA
	By: Clerk to County Council

Section 8. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal and interest of the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 9. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-1-60 of the Code, from all State, county, municipal, school district, and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

Section 10. The Bonds shall be offered for public sale on the date and at the time designated by the County Supervisor. A Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than ten (10) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the following form, provided an abbreviated notice may be published in a financial publication published in the City of New York:

NOTICE OF SALE

\$1,000,000 GENERAL OBLIGATION BONDS, Series 1993, OF OCONEE COUNTY, STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed proposals addressed to the undersigned will be received on behalf of the County Council of Oconee County, South Carolina (the "County"), in Council Chambers, located in the Public Service Building, 208 Booker Street, Walhalla, South Carolina, until 12:00 Noon, South Carolina time, on April 21, 1993, at which time said proposals will be publicly opened for the purchase of One Million Dollars (\$1,000,000) General Obligation Bonds, Series 1993, of Oconee County, South Carolina (the "Bonds").

Bonds: The Bonds will be issued in fully registered form registered as to principal and interest; will be dated April 1, 1991, will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; will be numbered from R-1 upward; and will mature serially in successive annual installments, in numerical order, on April 1 in each of the years and in the principal amounts, as follows:

<u>YEAR</u>	PRINCIPAL AMOUNT*	<u>YEAR</u>	PRINCIPAL AMOUNT*
1994	\$ 85,000	1998	\$ 135,000
1995	95,000	1999	145,000
1996	105,000	2000	155,000
1997	115,000	2001	165,000

The Bonds will bear interest payable on October 1, 1993, and semiannually on April 1 and October 1 of each year thereafter until they mature.

Registrar/Paying Agent: Within twenty-four (24) hours after the receipt of bids, the successful bidder, if any, for the Bonds may, subject to the approval of the County Supervisor designate the registrar and paying agent (the "Registrar/Paying Agent") of the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent organized under the laws of the State of South Carolina or the laws of the United States of America and located either within or without the State of South Carolina. The Registrar/Paying Agent shall register and transfer the Bonds on registry books kept on behalf of the County. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof by the Registrar/Paying Agent. In the event the successful bidder fails to designate the Registrar/Paying Agent within twenty-four (24) hours after receipt of bids, or the County Supervisor does not approve of the Registrar/Paying Agent designated by the successful bidder, the Bonds shall be payable and registered at the principal office of a bank, trust company, depository or transfer agent located in the State of South Carolina to be designated by the County Supervisor.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 of 1% with no greater difference than two percent (2%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date of such maturity date. A bid for less than all the Bonds or a bid at a price less than par, will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest net interest cost to the County, such interest cost to be determined by computing the total dollar interest cost from the date of the Bonds to the respective maturity dates and deducting therefrom the amount of the premium offered, if any, over an above the principal amount. The Council reserves the

right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 4:00 p.m., South Carolina time, on the date of the sale.

Good Faith Check: Each proposal shall be accompanied by a certified check or cashier's check drawn upon an incorporated bank or trust company in the amount of \$20,000 payable unconditionally to the Treasurer of Oconee County. The check of the successful bidder shall be applied as part payment for the Bonds or to secure the County for any loss due to the failure of such bidder to comply with the terms of his bid. Checks of unsuccessful bidders will be returned promptly. No interest will be allowed on the good faith check.

Bid Form: Each proposal should be enclosed in a sealed envelope marked "Proposal for \$1,000,000 General Obligation Bonds, Series 1993, Oconee County, South Carolina," and should be directed to the County Supervisor at the address in the first paragraph hereof. It is requested that you submit your bid on the proposal for purchase of Bonds supplied with the Official Statement. Bidders must acknowledge in their respective bids that they have received and reviewed the County's Preliminary Official Statement to be dated March 16, 1993, in connection with the Bonds (the "Preliminary Official Statement").

Official Statement: The County deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon award of the Bonds to the successful bidder, the County will prepare a final Official Statement in connection with the Bonds (the "Official Statement") in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplementations as required to complete the Official Statement. A reasonable sufficient number of Official Statements will be made available to the successful bidder at the expense of the County within seven (7) business days of the award of the Bonds to such bidder. The County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to one or more nationally recognized municipal securities information repositories. The successful bidder will be required to acknowledge receipt of such Official Statement and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds, and will be responsible to the County and its officials in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

<u>Purpose</u>: The Bonds are issued for the purpose of of acquiring law enforcement vehicles, fire fighting vehicles, road equipment, maintenance trucks, packer truck, and a four wheel drive truck and defraying the cost of road paving of county-wide benefit (the "Project").

<u>Qualified Bond</u>: The Bonds will be designated as "qualified tax-exempt obligations" as defined in Section 265 of the Internal Revenue Code of 1986, as amended.

<u>Security</u>: The Bonds shall constitute binding general obligations of the County and the full faith, credit and taxing power of the County are irrevocably pledged for the payment of the Bonds. There shall be levied and collected annually, in the same manner as other county taxes

are levied and collected, a tax, without limit, on all taxable property in the County, to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Legal Opinion: The Council shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Attorneys and Counselors at Law, Greenville, South Carolina, which opinion shall be printed on the back of each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds. In the opinion of McNair Law Firm, P.A., Bond Counsel ("Bond Counsel"), assuming compliance by the County with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations. Bond Counsel expresses no opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of the Bonds. In addition, Bond Counsel is further of the opinion that the Bonds and interest thereon are exempt from all State of South Carolina, county, municipal, school district, and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Issue Price Certificate: In order to provide the County with information required to enable it to comply with certain conditions of the Code relating to the exclusion of interest on the Bonds from the gross income of their owners, the successful bidder will be required to complete, execute and deliver to the County (on or before the date of delivery of the Bonds) a certificate as to their "issue price" substantially in the form available from the County. In the event the successful bidder will not reoffer the Bonds for sale, does not provide reoffering information for the final Official Statement or is otherwise unable to deliver such form of certificate, the certificate may be modified in a manner approved by the County and McNair Law Firm, P.A., Bond Counsel to the County. Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certificate by the date of delivery of the Bonds, if its bid is accepted by the County. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Kathleen C. McKinney, Esquire, of McNair Law Firm, P.A., Suite 601, NationsBank Plaza, Greenville, South Carolina 29601, at (803) 271-4940.

<u>Delivery</u>: The Bonds will be delivered within twenty-five (25) days of the date of sale, in Walhalla, South Carolina; Columbia, South Carolina; Atlanta, Georgia; Charlotte, North Carolina; or New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be then paid in Federal funds or other immediately available funds. The cost of printing the Bonds will be borne by the County.

Simultaneously with the delivery of the Bonds, the successful bidder shall furnish to the issuer a certificate in form acceptable to bond counsel, setting forth the price or yields of each maturity of said Bonds calculated on the basis of retail sales of said Bonds, in accordance with the requirements of the Internal Revenue Code of 1986, as amended.

Bondholder's Names: The successful bidder for the Bonds must deliver to the Registrar/Paying Agent, not later than ten (10) business days prior to the date of delivery of the Bonds, the names and addresses of the registered owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit to the Registrar/Paying Agent such names, addresses and denominations by the aforesaid time, one Bond will be issued for each maturity date in the full amount maturing on such date, and the Bonds will be registered in the name of the successful bidder.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. No CUSIP identification number shall be deemed to be a part of any Bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the County or any of its officers or agents because of or on account of such numbers or any use made thereof. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County and advance copies of the approving opinion of McNair Law Firm, P.A., with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A., Suite 601, NationsBank Plaza, Greenville, South Carolina 29601, telephone (803) 271-4940. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with Norman D. Crain, County Supervisor and Chairman, Oconee County, Oconee County Courthouse, County Mail Room, Walhalla, South Carolina 29691, telephone (803) 638-4242.

s/ NORMAN D. CRAIN
County Supervisor and Chairman, Oconee
County, South Carolina

Section 11. The proceeds derived from the sale of the Bonds shall be paid to the Treasurer of Oconee County to be deposited in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code;
- (b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and
- (c) The balance of the proceeds shall be applied upon warrant or order of the Council for the purpose set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

Section 12. The Council hereby ratifies and approves the publication of the notice of public hearing regarding the Bonds and this Ordinance, such notice being published on ______, 1993, in the Westminster News, the Keowee Courier and the Journal/Tribune. The Council hereby ratifies the distribution of a preliminary official statement and authorizes the distribution of a final official statement to be executed by the Chairman of the County Council and the County Supervisor and attested by the Clerk of the County Council.

Section 13. The Council hereby delegates to the County Supervisor the authority to determine whether the Notice prescribed under the provisions of Section 5 of Act No. 125, relating to the initiative and referendum provisions contained in Title 4, Chapter 9, of the Code shall be given with respect to the Ordinance. If said Notice is given, the County Supervisor is authorized to prescribe the form of the Notice and cause such Notice to be published in a newspaper of general circulation in the County.

Section 14. The County hereby covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds", as defined in the United States Internal Revenue Code of 1986 (the "Code"); and to that end the County hereby shall:

- (a) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States;
- (b) make such reports of such information at the times and places required by the Code; and
- (c) take such other action as may be required in order that the Bonds and the use of the proceeds thereof comply with the provisions of the Code.

Section 15. The obligations of the County under this Ordinance and the pledges, charges, trusts and the covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any Bond issued hereunder when:

- (a) such Bond shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Registrar/Paying Agent, and is canceled or subject to cancellation by the County or Registrar/Paying Agent, or
- (b) payment of the principal of and interest on such Bond, either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (as defined herein) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Registrar/Paying Agent. At such time as such Bond shall no longer be deemed to be outstanding hereunder, as aforesaid, such Bond shall cease to draw interest from the due date thereof, and, except for the purposes of any such payment from such moneys of Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

Any moneys so deposited with the Registrar/Paying Agent as provided in this Section may at the direction of the County also be invested and reinvested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of such Registrar/Paying Agent which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be transferred to the County.

Notwithstanding any provision hereof which may be contrary to the provisions of this Section, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds, shall be applied to and used solely for the payment of the particular Bonds with respect to which such moneys and Government Obligations have been so set aside in trust.

Section 16. Government obligations shall be defined as non-callable bonds, notes or direct obligations and general obligations of the United States.

Section 17. The County and any entity subordinate thereto does not reasonably anticipate issuing more than \$10,000,000 of tax-exempt obligations (excluding private activity bonds but including bonds for 501(c)(3) organizations) during calendar year 1993. Therefore, the County Council designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265 of the Internal Revenue Code of 1986, as amended.

Section 18. The County hereby authorizes the County Supervisor and Chairman of the County Council, the Clerk of the County Council, and the County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds.

Section 19. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 20. This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

BE IT ORDAINED this 16th day of March, 1993.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)	By: County Supervisor and Chairman
ATTEST:	
Clerk to County Council	

First Reading:

February 16, 1993

Second Reading:

March 2, 1993

Public Hearing:

March 16, 1993

Third Reading:

March 16, 1993

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STATE OF SOUTH CAROLINA

COUNTY OF OCCNEE

RESOLUTION 93-3

"A RESOLUTION APPROVING THE PURCHASE OF A BRUSH TRUCK TO BE ASSIGNED TO THE WALHALLA FIRE DEPARTMENT BY REASON OF TRANSFER OF APPROXIMATELY 6.6 ACRES SOUTH OF HIGHWAY 28 ON HIGHWAY 11 BY THE CITY OF WALHALLA TO OCONEE COUNTY"

whereas, Oconee County, in an effort to comply with state mandates concerning the disposal of solid wastes, desires to acquire a tract of real property for the construction of a solid waste manned compaction center; and

WHEREAS, the City of Walhalla is the owner of a tract of real property containing approximately six (6) acres designated as Tract B upon a plat of survey recorded in Plat Book P-45, at page 78, Records of Oconee County, South Carolina, which is centrally located within Oconee County; and

WHEREAS, discussions have ensued between representatives of Oconee County and the City of Walhalla concerning the possible acquisition by Oconee County of the real property referenced herein; and

WHEREAS, representatives of the City of Walhalla have indicated that the City is in need of a "brush fire truck" to provide additional fire protection by the City of Walhalla within the Oconee County Rural Fire System,

NOW, THEREFORE, BE IT RESOLVED:

- (1) That the Oconee County Council hereby authorizes the County Attorney and County Supervisor to enter into negotiations with the proper representatives of the City of Walhalla for the acquisition of the real property described herein;
- (2) That in anticipation of the conveyance of said property to Oconee County and the satisfaction of the contingencies set forth below, the County Supervisor is authorized to make such arrangements as are necessary for securing a brush fire pickup truck to be made a part of the County Rural Fire System and to be assigned to the City of Walhalla in accordance with the policies and procedures of Oconee County, to include the policies governing the assignment of vehicles and equipment within the County Rural Fire System;
- (3) That the conveyance of the real property described herein by the City of Walhalla and acceptance of same by Oconee County shall be contingent upon the following conditions:
 - (A) That the conveyance of the subject real property and acceptance of same by the County be upon such terms and conditions as are satisfactory to the County Attorney and County Supervisor;
 - (B) That the City of Walhalla shall provide the County and its representatives access to the property to conduct such assessments, testing and/or surveying as is deemed necessary and appropriate by Oconee County and that the results of same be acceptable to the County.
 - (C) That the City of Walhalla be able to convey and provide good, fee simple, marketable title in and to the subject property free of any liens, defects, objections or conditions deemed unacceptable to the County.

DONE AND RATIFIED in Council duly assembled this the ____

day of February, 1993.

CCCMED COUNTY CO	01.07.11
COUNCIL MEMBERS	
. אדבסים לו הבאסרה	SUPERVISOR

CLEMSON-OCONEE COUNTY AIRPORT

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No. 93-01

February 5, 1993

TBI Project No. 3401-9301A,B

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

<u>Description of Work Authorization</u>: Engineering Basic Services for the Project Administration Services for Land Acquisition at the Clemson-Oconee County Airport.

Under the Special Services portion of the Contract, the Engineer shall provide technical and administrative assistance to the Owner in acquiring property in fee simple for needed Airport Development. Upon request by the Owner, the Engineer will prepare and update project budgets, assist in the selection of a Project Negotiator; consult, assist, and advise the Project Negotiator, Airport Manager, Aeronautics Commission, and the County Staff; meet with property owner, select and coordinate work of surveyor, appraiser, and review appraiser; provide such information, drawings, exhibits, and other assistance needed to complete the fee simple acquisition either through negotiated settlement or condemnation.

The Engineer shall also assist the County in updating the Oconee County Disadvantaged Business Enterprise (DBE) Program. This shall include development of the written DBE Plan Appendices, coordinating State and FAA approval, and assisting in implementation of the plan to meet the project goals.

<u>Estimated Time Schedule</u>: Unless otherwise requested by the Owner, the Engineer shall provide land acquisition project administration services, in accordance with the attached scope, until the land acquisition is completed.

Cost of Services: The method of payment for land acquisition project administration shall be per diem based on the Engineer's standard billing rate, plus direct non-salary expenses, in accordance with Section V, Paragraph A.1 of the contract. The amount shall not exceed \$5,200.00 without authorization by the Owner. The methodf of payment for the DBE Plan update shall be lump sum in accordance with Section V, Paragraph A.2 of the contract. The lump sum amount for the DBE Plan update and Implementation shall be \$1,140.00.

Agreed as to scope of services, time schedule, and b	udget:
Soman D. Cram	Mestas
For Oconee County Date: FEBRUARY 17, 1993	For Talbert & Bright, Inc. Date: 2-/2-73
Spinel Oay Son	Hackley G. Olman
Wighess	Witness
Date: FEBRUARY 17, 1993	Date: 2 - /2 - 70

CLEMSON-OCONEE COUNTY AIRPORT

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No. 93-02

February 5, 1993

TBI Project No. 3401-9302A,B,C

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

<u>Description of Work Authorization</u>: Engineering Basic Services for the Project Formulation and Design and Bidding Phase for the Apron Expansion Project at the Clemson-Oconee County Airport.

The bid documents for the Design and Bidding Phase of the Apron Expansion project shall be developed in accordance with FAA criteria so that the project may be funded by the FAA/State. Plans and Specifications shall include FAA/State approved project safety plans; provide for drainage, temporary and permanent sedimentation and erosion control facilities, paving and marking. The services include: project formulation, the coordination of site preparation work, coordination with applicable State & Federal permitting agencies, coordination with the SCAC and FAA, and updating the Airport Layout Plan.

The Engineer shall also assist the County in updating the Oconee County Disadvantaged Business Enterprise (DBE) Program. This shall include development of the written DBE Plan Appendices, coordinating State and FAA approval, and assisting in implementation of the plan to meet the project goals.

<u>Estimated Time Schedule</u>: The project formulation is complete. The Design and Bidding Phase shall be completed within sixty (60) days of authorization to proceed. Preparation of the DBE plan will coincide with the Design and Bidding Phase.

Cost of Services: The method of payment for Project Formulation, Design and Bidding Phase services and DBE Plan Update and Implementation shall be lump sum in accordance with Section V, Paragraph A.2 of the contract. The lump sum amount for Project Formulation shall be \$2,050.00. The lump sum amount for Design and Bidding Phase shall be \$33,220.00. The lump sum amount for the DBE Plan update and Implementation shall be \$2,800.00.

Agreed as to scope of services, time schedule, and b	(Sono
For Oconee County	For Mibert & Bright, Inc.
Date: FEBRUARY 17, 1993	Date: 2-/2-93
Witness Swith	Mitness
(**************************************	
Date: FEBRUARY 17, 1993	Date: <u> </u>

P. O. Box 283 Westminster, S. C. 29692 February 10, 1993

Mr. Robert E. Gaillard, Chairman Oconee County Planning & Development Commission Drawer 188 Walhalla, South Carolina 29691

Dear Mr. Gaillard:

I enjoyed serving with you and the other members of the Planning and Development Commission over the years.

I would appreciate you having someone appointed to serve in my place.

Sincerely yours,

L. J. McCarley