

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2026-21**

**AN ORDINANCE TO ESTABLISH AN AGREEMENT WHEREBY OCONEE COUNTY WILL ACT AS PROJECT SPONSOR AND SUBRECIPIENT FOR CHATTOOGA LAKE CLUB, A PRIVATE ENTITY, IN ITS UTILIZATION OF FEDERAL FUNDS FROM THE HIGH HAZARD POTENTIAL DAMS REHABILITATION GRANT SUBAWARD, DISPERSED THROUGH THE PASS-THROUGH ENTITY, SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES, TO CHATTOOGA LAKE CLUB, FOR THE PURPOSE OF DAM REPAIRS AND REHABILITATION, IN ACCORDANCE WITH OCONEE COUNTY ORDINANCES, AND OTHER RELATED MATTERS THERETO.**

**WHEREAS**, Oconee County (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (“Council”), has the authority to enact regulations, resolutions and ordinances not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare and convenience of the County for preserving health, peace, order and good government therein;

**WHEREAS**, on November 8, 2024, Oconee County, with the assistance of Chattooga Lake Club, a South Carolina nonprofit corporation, submitted a High Hazard Potential Dams Rehabilitation Grant Subaward Application to the South Carolina Department of Environmental Services, seeking Eight Hundred Eleven Thousand Three Hundred Seventy-Two and 00/100 (\$811,372) Dollars in grant funding for a project entitled “Chattooga Lake Dam SCD01637 Primary Spillway Mitigation” (the “Project”);

**WHEREAS**, on April 23, 2026, Oconee County received a notice of award and the FY24 Rehabilitation of High Hazard Potential Dams (HHPD) Subaward Agreement from the South Carolina Department of Environmental Services (SC DES), attached hereto as Exhibit A and incorporated herein by reference;

**WHEREAS**, Oconee County desires to enter into the Subaward Agreement with the South Carolina Department of Health and Environmental Services, accepting the grant funds under certain terms and conditions;

**WHEREAS**, upon execution of the Subaward Agreement, Oconee County further desires to enter into a Memorandum of Understanding (the “MOU”) with the Chattooga Lake Club to ensure compliance of the Subaward Agreement requirements, terms and conditions, as well as all applicable local, state and federal laws for the duration of the project;

**WHEREAS**, County Council has reviewed the form of the MOU, attached hereto as Exhibit B, and determined it is in the best interest of the County and its residents and citizens for the County to execute and enter into the MOU with Chattooga Lake Club; and

**WHEREAS**, Oconee County wishes to approve the same and to authorize the County Administrator to execute and deliver the MOU and all related agreements and documents necessary or incidental thereto.

**NOW, THEREFORE**, be it ordained by Council, in meeting duly assembled, that:

1. The Subaward Agreement, attached hereto as Exhibit A, and the MOU, attached hereto as Exhibit B, (collectively, the “Agreements”) are hereby approved and the County Administrator is hereby authorized to execute and deliver the Agreements in substantially the same form as attached hereto.
2. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreements and to execute and deliver any such documents and instruments on behalf of the County.
3. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
4. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading: June 16, 2026  
Second Reading: June 22, 2026  
Third Reading: July 07, 2026  
Public Hearing: July 07, 2026

EXHIBIT A

*[Attached]*

EXHIBIT B

[*Attached*]

**FEDERAL SUBAWARD  
BETWEEN  
SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
OCONEE COUNTY**

This Federal Subaward shall be between the South Carolina Department of Environmental Services (SCDES a.k.a. Passthrough Entity) and Oconee County (a.k.a. Subrecipient).

**PURPOSE:**

The purpose of this subaward is to award High Hazard Potential Dams (HHPD) Federal Grant funds to support Oconee County in addressing deficiencies associated with Chattooga Lake Dam, including the installation of a new primary spillway system.

**A. SCOPE OF SERVICES**

**Subrecipient Shall:**

Oconee County will implement the Rehabilitation of High Hazard Dams Grant Task #1, FY 2024 titled "Oconee County – Chattooga Lake Dam – D1637/SC00519 – Primary Spillway Mitigation." See *Attachment 1* for the detailed Workplan for this project.

PASS-THROUGH ENTITY and SUBRECIPIENT acknowledge that SUBRECIPIENT is not the owner of Chattooga Lake Dam and is relying on the dam owner, Chattooga Lake, a domestic nonprofit corporation incorporated on October 4, 1957, in South Carolina, to implement the Scope of Work, making Chattooga Lake a SUB-SUBRECIPIENT under this AGREEMENT. A separate agreement defining the relationship between SUBRECIPIENT and SUB-SUBRECIPIENT may exist but has no bearing on this AGREEMENT.

**B. SOURCE OF FUNDING and AMOUNT**

The current amount of funding per this subaward is \$ 811,372 from the following source:

*SOF1* Rehabilitation of High Hazard Dams (HHPD) Grant

Attachment(s) *SOF1* contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

**C. PROJECT PERIOD**

The project period "Rehabilitation of High Hazard Dams" BEGINS on September 25, 2024, and ends on September 24, 2027.

**D. PERIOD OF PERFORMANCE**

This Subaward will be effective on the date of the last party's signature and will terminate on September 30, 2027. Only work done in accordance with the effective dates of the Subaward will be compensated.

**E. COMPENSATION**

SCDES agrees to reimburse the Subrecipient, following the submittal of the required items each month for invoicing, for all allowable costs incurred, up to 90% of the total grant award, provided the total amount paid under this agreement does not exceed \$ 811,372 inclusive of all expenses. Payment will not be made until the reporting requirements are addressed in Section H below have been met. The balance of the award will be paid after all FINAL reports, documentation, and invoices have been submitted and approved by the authorized SCDES staff.

#### **F. METHOD OF PAYMENT/INVOICING**

Subrecipient shall submit a monthly request for reimbursement (invoice) for services rendered as outlined in the Scope of Services, approved budget and Federal Fiscal Year 2024 (FFY24) HHPD Rehabilitation Grant Notice of Funding Opportunity. Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into this Subaward. Only expenditures obligated during the Subaward period of performance can be submitted for reimbursement. The invoice should be received by SCDES within fifteen (15) days after the end of each month. Please refer to the attachment "SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION" for details on invoice submission and supporting documentation.

Every reimbursement request must also include supporting documentation to demonstrate that costs were allowable and reasonable and incurred during the Period of Performance:

1. Acceptable documentation includes but is not limited to procurement and contract documents, change orders, copies of original paid invoices, canceled checks (front and back), purchase orders, bank statements (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the SUBRECIPIENT's payroll and accounting systems, or other approved instruments.
2. Supporting documentation must comply with the requirements in 2 CFR Part 200.
3. Expenses for which reimbursement is requested must be for work included in the Scope of Work and Milestones Table, attached.

All unbilled services on September 30th of each year must be billed by Subrecipient by October 15th. Invoices for services provided before September 30th of each year that are received after this date may not be paid.

Mail requests for reimbursement to the attention of program contact:  
South Carolina Department of Environmental Services  
Bureau of Water  
Brittany Felder, Grants Manager  
2600 Bull St Columbia, SC 29201  
[Brittany.Felder@des.sc.gov](mailto:Brittany.Felder@des.sc.gov)

#### **G. ALLOWABLE COST AND FINANCIAL REQUIREMENTS**

1. **SAM (System for Award Management)** On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly

a termination of the Subaward.

2. **Budget** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this Subaward.
3. **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. SCDES retains title to all equipment purchased under this Subaward.
4. **Indirect Cost** If Subrecipient utilizes an approved federally negotiated indirect cost rate, Subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any Subrecipient that has never received and does not have a current negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate/re-negotiate a rate, which the non-Federal entity may do at any time. If chosen, the Subrecipient must submit the breakdown of the MTDC to SCDES.
5. **Prior Approvals** Subrecipient must obtain prior approval before obligating or expending Subaward funds for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$150,000. Please refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.
  - i. No revisions to the approved budget may be made without prior written approval from SCDES.
  - ii. Subrecipient shall not subcontract any of the work or services covered by this Subaward without SCDES's prior written approval.
  - iii. Subrecipient must obtain approval prior for the sale or replacement of any equipment purchased under this Subaward.
6. **Prohibited Items**

No Subaward funds may be used for the purchase of real property.
7. **Travel**

No travel expenses will be paid under this Subaward.
8. **NO INTEREST OR LATE FEES** - No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Subrecipient's exclusive means of recovering any type of interest from SCDES. Subrecipient waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. SCDES shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Subaward for any reason.

## **H. REPORTING REQUIREMENTS**

**1. Annual Risk Assessment Survey**

On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.

**2. Audit Verification**

On an annual basis, Subrecipient will be required to complete and return a statement verifying Subrecipient's status as to the single audit requirement.

**3. Audit Results**

If a single audit, program specific audit, or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.

**4. Cost Allocation**

If Subrecipient manages multiple funding sources, Subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure in the approved budget.

**5. FFATA**

Funding for this Subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this Subaward is equal to or greater than \$30,000 at any time during this Subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned to prior to submitting the first invoice for payment.

If Subrecipient is required to complete the FFATA checklist, DO NOT enter this information into the Federal Reporting database. SCDES maintains that responsibility.

**6. Matching Funds**

The SUBRECIPIENT agrees to match the FEMA Funds with a minimum of four hundred and seventy-five thousand and nineteen dollars (\$475,019) in non-Federal funds, in-kind contributions, or a combination thereof. This amount represents a thirty-five percent (35%) share of non-Federal funds to be added to the sixty-five percent (65%) share of the FEMA Funds awarded under this Subaward.

**7. Periodic Subrecipient Reporting**

- i. The SUBRECIPIENT shall provide PASS-THROUGH ENTITY the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by PASS-THROUGH ENTITY and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly, programmatic progress reports should be submitted via e-mail (read receipt requested) to staff of the PASS-THROUGH ENTITY. Incomplete or inaccurate reports may result in reimbursement delays.
- ii. The format for quarterly reports shall consist of the following:
  - (a) Scope of Work and Quarterly Milestones Table (Attachment B), filled out to reflect the past quarter's progress;
  - (b) Quarterly Performance Progress Report, filled out with a narrative summary of the past quarter's progress from a programmatic and technical standpoint, to include a discussion of any problems, delays, or adverse conditions that will impair the ability to meet milestone targets, and the anticipated completion date;
  - (c) Quarterly Project Financial Report filled out to describe both the past quarter's and cumulative expenditures of both Federal and non-Federal matching funds, to include a discussion on whether costs are unchanged, overrun, or underrun. Overruns or underruns should be addressed in the report narrative.
- iii. The PASS-THROUGH ENTITY may require additional reports as needed. The SUBRECIPIENT, as soon as possible, shall provide any additional reports requested by the PASS-THROUGH ENTITY. The PASS-THROUGH ENTITY contact for all reports and requests for reimbursement will be the Dam Safety Section Manager in the Dam Safety and Stormwater Permitting Division of the SC Department of Health and Environmental Control.
- iv. These reports shall be certified by an authorized agent of the SUBRECIPIENT as being true and accurate to the best of the SUBRECIPIENT's knowledge, as indicated by their signature.

#### **G. ACCESS TO RECORDS**

Subrecipient must permit SCDES and auditors to have access to Subrecipient's records and financial statements in order to meet the requirements of the Subaward. Subrecipient must allow SCDES and auditors to attend activities and events paid for or sponsored from this Subaward. Subrecipient must allow SCDES to inspect or monitor in person, activities performed in accordance with the scope of services and paid for or sponsored from this Subaward.

#### **H. CLOSEOUT OF SUBAWARD**

Subrecipient is responsible for implementing the necessary administrative actions to close-out the Subaward. Administrative actions may include but are not limited to:

- liquidate all obligations
- expenditure adjustments +/-
- refunding unobligated cash balances
- financial reporting
- program performance reporting
- accounting for real and personal property if applicable
- patent and invention certifications if applicable
- records retention

- perform audits

## **I. TERMS AND CONDITIONS**

Subrecipient is responsible for the efficient and effective administration of the federal Subaward through the application of sound management practices. Subrecipient is responsible for administering federal funds in a manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. Subrecipient is responsible for understanding and maintaining compliance with the 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. **SUBCONTRACTORS** Subrecipient shall not subcontract any of the work or services covered by this Subaward without SCDES's prior written approval.
2. **ASSIGNMENT** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.
3. **AMENDMENTS** The Subaward may only be amended by written agreement executed by both parties.
4. **RECORD KEEPING, AUDITS, & INSPECTIONS** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for three (3) years or other longer period required by law after termination, cancellation, or expiration of the Subaward, and make records available for inspection and copying and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Subrecipient shall allow SCDES to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of SCDES.

***[REFERENCE: For federal subrecipients, see 2 CFR 200.333]***

## **5. TERMINATION**

- a. Either party may terminate this Subaward by providing thirty (30) days written notice of termination to the other party.
- b. SCDES funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to SCDES to pay the charges or fund activities under this Subaward, it shall terminate upon written notice to Subrecipient without any further obligation by SCDES, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.
- c. SCDES may terminate this Subaward for cause, default, or negligence on Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions

of this Subaward may result in a delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from SCDES. SCDES may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

6. **NON-DISCRIMINATION** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Subaward on the grounds of race, religion, color, sex, age, national origin, disability, gender identity, sexual orientation, pregnancy, veteran's status, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES.

Subrecipients that administer or provide SCDES programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any SCDES-funded programs, activities, and services.

7. **INSURANCE**

During the term of this Subaward, Subrecipient will purchase and maintain from the South Carolina Insurance Reserve Fund such insurance as will protect Subrecipient from the types of claims which may arise out of or result from the Subrecipient's activities under the Subaward and for which contractor may be legally liable under the South Carolina Tort Claims Act, Section 15-78-10 et seq. of the South Carolina Code of Laws. Subrecipient may be required to provide SCDES with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

8. **DRUG FREE WORKPLACE** By signing this Subaward, Subrecipient certifies that it will comply with all applicable provisions of the Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.

9. **STANDARD OF PERFORMANCE** Subrecipient will perform all services under this Subaward with at least the ordinary care and skill customary in the profession or trade. Subrecipient and Subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the Subaward.

10. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY** Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

11. **RELATIONSHIP OF THE PARTIES** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Subaward. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees, or agents, in connection with the performance of services under this Subaward. Subrecipient's employees are not and shall not be considered SCDES employees. Subrecipient shall not take any action or make any statement that suggests or implies that Subrecipient or its employees are employees, agents, partners, or joint venturers of SCDES or have

any right or authority to bind SCDES to any agreement with a third party or to incur any obligation or liability on behalf of SCDES except to the extent expressly authorized in this Subaward.

12. **CHOICE OF LAW** The Subaward, any dispute, claim, or controversy relating to the Subaward and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
13. **DISPUTES** All disputes, claims, or controversies relating to the Subaward and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq.*, must be resolved exclusively in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by SCDES regarding the Subaward is not a waiver by SCDES of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent SCDES's consent to the jurisdiction of any court or agency of any other state.
14. **DEBARMENT** Subrecipient certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that rendered an erroneous certification, SCDES may terminate the Subaward for cause in addition to other remedies available.
15. **SERVICE OF PROCESS** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
16. **NOTICE** All notices under this Subaward may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

SUBRECIPIENT:

Brittney Martin, Grants Manager  
415 South Pine Street  
Walhalla, South Carolina 29691  
(864) 364-5333  
[bmartin@oconeesc.com](mailto:bmartin@oconeesc.com)

SCDES PROGRAM:

Brittany Felder  
Dam Safety and Stormwater Permitting Division  
2600 Bull Street

Columbia, South Carolina 29201  
(803) 898-4027  
[brittany.felder@des.sc.gov](mailto:brittany.felder@des.sc.gov)

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address or by mail to the named person's office.

17. **COMPLIANCE WITH LAWS** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.
18. **THIRD PARTY BENEFICIARY** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third-party beneficiary or otherwise.
19. **INSOLVENCY, BANKRUPTCY, DISSOLUTION** (a) Notice. Subrecipient shall notify SCDES in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State subawards and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by SCDES upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
20. **SEVERABILITY** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
21. **WAIVER** SCDES does not waive any prior or subsequent breach of the terms of this Subaward by making payments on Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this Subaward. Any waiver must be in writing.
22. **PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.
23. **ATTACHMENTS/ADDENDA** Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Subaward. Attachments include:

- Source of Funding (SOF)
- FFATA Checklist
- Budget
- Subaward Invoices and Supporting Documentation
- SCDES Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Risk Assessment
- DHS Standard Terms and Conditions
- Scope of Work and Milestone Table
- State Administrative Plan (February 2024)
- FEMA-State Agreement
- FY2024 Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO)
- FFY24 SCDES High Hazard Potential Dams Rehabilitation Grant NOFO
- SF-LLL "Disclosure Form to Report Lobbying"

**24. PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE** SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grant. No agency employee, agent, grantee or subrecipient shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for insurance fraud or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the Federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from SCDES's Grant Compliance Director or The Office of General Counsel.

Any employee, agent, or subrecipient of SCDES who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Subrecipient or Subrecipient's agents, grantee or employees have reason to suspect FWA in SCDES programs, this information should be reported in confidence to SCDES. A report may be made confidentially or anonymously by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-898-7533. Subrecipient is required to inform Subrecipient's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

**25. OTHER REPRESENTATIONS OF SUBRECIPIENT** Subrecipient represents, warrants, and covenants:

- (a) Subrecipient has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.

- (b) Subrecipient's execution and performance of this Subaward do not and will not violate or conflict with any other obligation of Subrecipient.
- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient has not previously been found in breach or default of any government subaward or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward or grant, except as disclosed on an Exhibit to this Subaward.
- (f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this Subaward.

26. **COUNTERPARTS AND FACSIMILE SIGNATURES** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

27. **SURVIVAL** Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

28. **TIME** Unless specified otherwise: (a) "days" in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

29. **NO ENDORSEMENT** Subrecipient will not take any action or make any statement, or request SCDES take any action or make any statement, that suggests or implies that SCDES or the State of South Carolina endorses Subrecipient or its services. Subrecipient shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the SCDES Contracts Manager.

30. **CONFLICT OF INTEREST** Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict-of-interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to SCDES in accordance with applicable federal awarding agency policy. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Subrecipient may participate in the selection, award, or administration of a supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm

considered for a contract. Subrecipient's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subcontract. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

31. **SUBRECIPIENT AUDIT REQUIREMENTS** Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from SCDES. If Subrecipient expends \$1,000,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Environmental Services  
 Director for the Bureau of Financial Management  
 2600 Bull Street  
 Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to SCDES's Office of Internal Audits.

Non-federal entities that expend less than \$1,000,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$1,000,000 from all sources of federal funding in the Contractor's fiscal year. If the subrecipient expends less than \$1,000,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then SCDES requests a copy of that audit to be sent to:

SC Department of Environmental Services  
 Director for the Bureau of Financial Management  
 2600 Bull Street  
 Columbia, SC 29201  
 Email: [celeste.osterberg@des.sc.gov](mailto:celeste.osterberg@des.sc.gov)  
 Phone: (803) 898-3547

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

32. **FFATA REPORTING** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to SCDES. Additional data elements may be required by subsequent OMB guidance or regulation.

*(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO SCDES. THE SCDES BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)*

1. *Unique Entity Identifier (UEI) number*
2. *Subaward number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of contract award*
6. *Date subaward signed by both parties*
7. *Total subaward period*
8. *Physical location of primary place of performance*
  - a. *State*
  - b. *Population*
  - c. *City*
  - d. *Congressional District*
  - e. *County*
  - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

33. **AUDIT** Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by SCDES raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by SCDES pass-through funds.

34. **LOBBYING** Subrecipients and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

No part of any grant or subaward funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking

and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$25,132 and not more than \$251,322 for each such failure. NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102. 2025 amounts are \$25,132 and \$251,322".

35. **COPYRIGHT/PATENT:** Ownership of all copyrightable or patentable subject matter developed, created, or invented under this Contract shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Contractor irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Contractor irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Contractor shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

36. **FORCE MAJEURE:** Neither party will be responsible for failures to perform caused by extraordinary circumstances beyond its reasonable control, including, but not limited to, war, sabotage, riots, civil disobedience, acts of governments and government agencies, labor disputes, accidents, fires, acts of terrorism,

SUBAWARD NUMBER: \_\_\_\_\_

epidemics/pandemics, or natural disasters. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

The parties to the Subaward hereby agree to any and all provisions of the Subaward as stipulated herein.

SUBAWARD NUMBER: \_\_\_\_\_

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

OCONEE COUNTY

BY: \_\_\_\_\_  
Myra Reece  
Agency Director

BY: \_\_\_\_\_  
Stewart Jones  
County Administrator

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS:  
SCDES  
Bureau of Water  
2600 Bull Street  
Columbia, SC 29201  
(803) 898-4027

MAILING ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMITTANCE ADDRESS: (if different from mailing address)

TAX/EMPLOYER ID#: \_\_\_\_\_

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision - specify state if not SC: \_\_\_\_\_
- Other Governmental body (specify) \_\_\_\_\_
- Individual/sole proprietor
- Other (specify) \_\_\_\_\_

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:  
\_\_\_\_\_

Registered agent and address in South Carolina:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCDLLR or other license #  
\_\_\_\_\_

**SUBAWARD SOURCE OF FUNDING (SOF) # 1**

(1) Subaward # \_\_\_\_\_ (2) Subaward Amendment # N/A

(3) Subrecipient Name Oconee County

(4) Subrecipient's Unique Entity Identifier (UEI #) L5FWNJYNWJB4

(5) Grant Award Title FY24 Rehabilitation of High Hazard Potential Dams (HHPD)

(6) Federal Award Identification Number (FAIN) EMA-2024-GR-05016 (7) FAIN Date 9/25/2024

(8) Primary Grant Project Period Start Date \_\_\_\_\_ End Date \_\_\_\_\_

(9) Subaward Project Period Start Date Date of Last Signature End Date 9/24/2027

(10) Current Subaward Period of Performance Start Date Date of Last Signature End Date 9/24/2027

(11) Amount of Federal Funds Obligated by this Action \$ 811,372

(12) Prior Periods Obligated \$ 0 (13) Obligated Total \$ 811,372

(14) Total Amount of Federal Award Committed to the Subrecipient \$ 811,372

(15) Federal Award Project Description (Please use space below to detail the Project Description):

The purpose of this subaward is to award High Hazard Potential Dams (HHPD) Federal Grant funds to support Oconee County in addressing deficiencies associated with Chattooga Lake Dam, including the installation of a new primary spillway system.

(16) Federal Awarding Agency U.S. Department of Homeland Security

(17) Passthrough Entity South Carolina Department of Environmental Services

(18) CFDA # 97.041 (19) CFDA Title National Dam Safety Program

(20) Is the Subaward Research and Development? Yes \_\_\_\_ No X

**SUBAWARD SOURCE OF FUNDING (SOF) # 1**

(21) SCDES's Federally Negotiated Rate at time of Grant Award \_\_\_\_\_ % **(NOT TO BE USED BY SUBRECIPIENT)**

(22) Subrecipient's Indirect Cost: Federally Negotiated Rate\* \_\_\_\_\_ % \*\*Deminimis  X  No Indirect \_\_\_\_\_

\*A copy of the approved federally negotiated rate agreement must be submitted to SCDES prior to 1<sup>st</sup> payment.

\*\* A detailed breakdown of the various cost elements that constitute the MTDC must be submitted to SCDES prior to 1<sup>st</sup> payment

**(23) Passthrough Entity (SCDES) Contact Information:**

NAME	ADDRESS	EMAIL	PHONE NUMBER
Celeste Osterberg, Grant Compliance	2600 Bull Street Columbia, SC 29201-1708	celeste.osterberg@des.sc.gov	(803) 898-3547
Brittany Felder	2600 Bull Street Columbia, SC 29201-1708	Brittany.Felder@des.sc.gov	(803) 898-4027

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

(Program Signature)

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

(SCDES Financial Management Signature)

# SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION

## PREFACE

The Subrecipient is responsible for the efficient and effective administration of the federal subaward through the application of sound management practices. The Subrecipient is responsible for administering federal funds in manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. The Subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”

## SUPPORTING DOCUMENTATION REQUIREMENTS

This document is intended as a guide to the appropriate supporting documentation for subrecipient expenditures. This document applies to all federal subawards. Federal grantors often impose more specific, detailed and/or restrictive documentation requirements on the Agency. Based on the funding source of the subaward, SCDES may require additional documentation that is not addressed in this guide. Please refer to the “Method of Payment” section of your subaward for additional details if applicable.

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting records must trace back to source documentation. Subrecipients should design a system to organize, group, submit and retain the related information for each grant and activity. SCDES can and will audit records at any time.

### **Documentation must demonstrate that costs are:**

- Reasonable, allocable, and allowable
- Within grant limits
- Treated consistently
- Determined in accordance with Generally Accepted Accounting Principles (GAAP) and the applicable OMB cost principles.

### **Retention and Availability**

Supporting documentation must be retained by the Subrecipient for the entire retention period indicated in the subaward.

Supporting documentation is required as an attachment to the invoice dependent upon the individual circumstances of the subrecipient, the category of expenditure or other condition(s) cited in the subaward.

Additional supporting documentation may be requested by SCDES at any time during the subaward period of performance and retention period as a whole. **Documentation must be readily available upon request.**

### **Examples of Supporting Documentation**

Supporting documentation includes but is not limited to the following:

- Paid receipts
- Canceled checks or check & payment registers from Subrecipient’s financial management system
- Travel logs
- Hotel/motel folios
- Journal entries
- Training or other event attendance rosters
- Time and attendance activity reports
- Payroll time sheets completed by employee and signed by supervisor
- Performance reports
- Payroll registers indicating the employee’s name, dates, hours, and costs charged to the grant
- Credit Card Statements
- Depreciation/amortization schedules
- Cost allocation plans

- Detailed audit reports including auditor's comments and corrective action plans
- 2<sup>nd</sup> tier subawards
- Contracts with and invoices from vendors or other service providers
- Policies and procedures
- Personnel position descriptions

### **PROCEDURES FOR SUBMITTING INVOICES**

Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into the subaward. Only expenditures obligated during the subaward period of performance can be submitted for reimbursement. Depending on the unique nature of services for a particular subaward, payments to individuals must be in the form of a check or direct deposit. No cash transactions to individuals will be reimbursed.

The invoice and any required supporting documentation should be submitted by funding source. The preferred method of submission is via email as a PDF or similar formatted attachment. The invoice must be clean and readable with all protected health information redacted.

The invoice must include:

- Subaward document number
- Subrecipient name and remittance address
- Billing period
- Funding source for which reimbursement is being requested
- If the subaward contains multiple sources of funding a separate invoice for each funding source must be submitted.
- A brief description of the Scope of Services
- An itemized listing of expenses incurred by budget category with the total amount clearly stated
- If salary or fringe benefit reimbursement is being requested, please specify the payroll periodicity such as "1<sup>st</sup> thru 16<sup>th</sup>" or "once every two weeks".

### **Instructions for Specific Budget Categories**

The level of detailed documentation may vary based on your risk assessment and past history.

#### Salaries

All salaries must be supported by a time and attendance system which accurately reflects the time employees spend on federal grant activities. At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)  
Employee #1 works full time for the federal program with no other funding

Monthly Invoice: Employee #1 payroll  $\$72,000/24 = \$3,000$  paid on 1<sup>st</sup> and 16<sup>th</sup> = \$6,000

Employee #2 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)  
Employee #2 works part of the time (40%) for the federal program and is split funded

Monthly Invoice: Employee #2 payroll  $\$72,000/24 = \$3,000 * 40\% = \$1,200$  paid on 1<sup>st</sup> and 16<sup>th</sup> = \$2,400

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the difference MUST be returned to SCDES.

#### Fringe Benefits, Payroll Taxes, etc.

The Subrecipient is responsible for maintaining cost documentation related to health insurance, state and federal withholdings and any other benefits paid. At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 monthly payroll = \$6,000, FICA = 6.2% of payroll + Medicare = 1.45%  
for a total of 7.65%  
Employee #1 works full time on the federal program with no other split funding

Monthly Invoice: Employee #1 payroll \$6,000 \* 7.65% = \$459

Example: Employee #2 is split funded and only works 40% for the federal program  
Health Insurance premium per employee per month = \$600

Monthly Invoice: Employee #2 \$600 \* 40% = \$240

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the pro-rata share of fringe benefits MUST be returned to SCDES.

### Travel

Reimbursement of travel expenses, including mileage and subsistence (meals), will be limited to the standard rates for State employee travel in effect during the period of availability for the subaward. All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change. The standard rates for mileage and subsistence can be found on the following website.

<https://www.cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>.

All requests for travel mileage reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (work address)
- Date(s) of the travel
- Destination (address)
- Reason for the visit
- Parking fees if applicable
- Miles traveled
- Mileage reimbursement rate (must not exceed SC State employee reimbursement rate)
- Total reimbursement requested

All requests for travel subsistence (food) reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date and time of departure from official headquarters or home
- Date and time of arrival to Destination
- Date and time of return to official headquarters or home
- Total reimbursement requested

Reimbursement for room and board will be at the established federal General Services Administration (GSA) rate (before taxes are applied) or below for the area of travel. All rates are subject to seasonal fluctuations and must be verified prior to making each reservation. The standard GSA rates for hotels can be found on the following website.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>.

All requests for travel lodging reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date(s) of the travel

- Hotel/Motel folio showing zero balance owed
- Total "Paid" reimbursement requested

#### All Other Operating Expenditures

For all other operating expenses, please submit a copy of the appropriate source document with the invoice. Refer to the "Examples of Supporting Documentation" listed above.

#### Indirect Cost

In the event the Subrecipient charges indirect cost, the following must be submitted:

- For federally approved negotiated rates, a copy of the indirect cost rate agreement must be submitted to SCDES upon execution of the subaward. If a copy has not been received, reimbursement cannot be completed. At the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Labor base monthly payroll = \$6,000, indirect cost rate = 19.75%  
Monthly Invoice: Payroll \$6,000 \* 19.75% = \$1,185

- For Subrecipients using the 10% de minimis rate, at the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices do not require this demonstration.

Example: Monthly Invoice: De minimis MTDC \* 10% = \$59,200

<b>MODIFIED TOTAL DIRECT COST (MTDC)</b>			
<b>BUDGET LINE ITEM</b>	<b>MONTHLY</b>		<b>MTDC ELIGIBLE</b>
	<b>DIRECT COST</b>	<b>UNALLOWABLE COST</b>	
Direct Salaries	450,000		450,000
Fringe Benefits	60,000		60,000
Travel	15,000		15,000
Equipment (non capitalized)	7,000		7,000
Equipment (capitalized)	12,000	-12,000 *1	0
Subawards	65,000	-40,000 *2	25,000
Supplies	35,000		35,000
Capital Expenditures	150,000	-150,000 *3	0
Rent	5,500	-5,500 *4	0
	<b>799,500</b>	<b>-207,500 MTDC =</b>	<b>592,000</b>
		<b>De minimis 10%</b>	<b>59,200</b>
*1 Capitalized equipment >= \$5,000 is unallowable for purposes of indirect cost			
*2 Only the first \$25,000 is eligible for purposes of indirect cost			
*3 Rent is unallowable for purposes of indirect cost			
*4 Capital expenditures are unallowable for purposes of indirect cost			

#### Journal Entries

In the event the Subrecipient's accounting records must be adjusted via journal entry, SCDES requires a written explanation as to the reason why it was done and a reconciliation with previously paid expenses if applicable.

For any journal entry that reduces the cost of a previously reimbursed expenditure, the resulting cash balance must be returned

to SCDES. The return amount cannot be not used to offset other expenditures.

For any journal entry that transfers previously posted cost to the federal subaward, the journal entry must be included on the monthly invoice.

# Overview of State of SC/DES Travel Reimbursement Policies for Vendors & Subrecipients

Updated JANUARY 1, 2026

Non-state employees, including sub-recipients, who are on official, approved travel status for DES related- business AND whose contract with DES states specifically that they follow the State travel reimbursement policies follow the same State/DES travel reimbursement policies that State employees follow. And they must provide the same documentation and receipts that a state employee would provide.

DES and the State Comptroller General's Office have the authority to deny any travel reimbursement requests that do not follow the State and DES travel reimbursement policies. This overview is not a substitute for reading and understanding the full travel reimbursement policies in the DES Travel Manual. Please see the manual for more detailed information.

Note that if a non-state employee is traveling from out-of-state to SC while on official, approved travel status for DES related-business, all of the trip's reimbursable expenses are processed as in-state and the meals follow the State of SC's in-state rates. If a non-state employee travels from SC to out-of-state while on official, approved travel status for DES related-business, all of the trip's reimbursable expenses are processed as out-of-state and the meals follow the State of SC's out-of-state rates.

## TRAVEL REIMBURSEMENT DOCUMENTATION REQUIREMENTS:

**1. DES 103 Manual Travel Expense Report.** A DES manual travel expense report is available upon request in PDF and Excel formats. The vendor must complete a DES 103 Manual Travel Expense Report or comparable form and must include the following information:

- the itemized expenses for each day
- the departure time from home or office for the first day of their trip
- the arrival time to home or office for the last day of their trip
- signature for the vendor's traveling employee
- signature for the DES supervisor involved with the vendor's project

**2. DES 104 Out-of-State Travel Form.** This form is required to be completed if DES is reimbursing or paying travel expenses for DES related business conducted outside of the state of South Carolina.

**3. DES 178 Travel Log.** Optional, available tool for the traveler to keep track of their travel expenses.

**4. Receipts.**

- Itemized, paid receipts are required for the following types of expenses:
  - **Lodging.** Must show hotel name, hotel address, name of room occupant, dates of stay, amount charged for nightly rate, taxes and fees, and total amount due. When reimbursing the employee, the hotel invoice must show a zero balance to support reimbursing the employee.
  - **Airfare.** Must show airfare rate/charges and flight itinerary. Airline baggage fees are reimbursable and require receipt.
  - **Other transportation** such as major buses, Amtrak and rental cars. Taxis, subways, metro, etc., do not require receipt; however, please explain amounts on travel form.
  - **Miscellaneous expenses**, such as the following, purchased for DES-related business use while on travel status:
    - parking,
    - telephone calls,
    - internet/wi-fi access, gasoline for rental or State cars. Receipt must include vehicle tag

number. (Considered Misc. Travel Expense but uses 5031530000 Gasoline GL code),

- faxes,
- maps, and other supplies
- **Registration fees.** Must include paid registration receipt showing event name, dates, amount paid, and an agenda showing if meals are included in fee or not.
- Receipts are NOT required for the following reimbursable travel expenses:
  - Regular meal receipts at or below State allowances and not included in registration fees are not required.
  - Tolls, taxi, subway, airport shuttle, metro, and portage (mandatory charge for carrying bags in/out of hotel, NOT a tip).

## OVERVIEW OF MOST COMMON TRAVEL EXPENSES:

### MILEAGE.

- Mileage is only reimbursed when driving their own car. Mileage is not reimbursed for using a rental car.
- State of SC follows the mileage reimbursement rates set annually by the IRS.

MILEAGE TYPE	Reimbursement Rate* for travel dates...	
	7/1/2025 TO 12/31/2025	1/1/2026 TO 12/31/2026
REGULAR MILES	\$0.675 per mile	\$0.72 per mile
REDUCED MILES	\$0.635 per mile	\$0.68 per mile

\*Rate published by the Office of the Comptroller General. Rate may change annually on Jan 1.

### MEALS.

- Must be at least 10 miles from their assigned headquarters and residence on official, approved travel status for DES related business for DES to reimburse for meals.
- DES follows the State of SC meal reimbursement rates, NOT the Federal GSA meal and incidental rates.
- Meals for non-state employees who are on official, approved travel status for DES-related business are reimbursable ONLY at the State daily allowable meal amounts.
- DAILY MEAL ALLOWANCE RATES

DAILY	In-State	Out-of-State	Departure from home or HQ...	Arrival back to home or HQ...
Breakfast	\$8.00	\$10.00	prior to 6:30 am	after 11:00 am*
Lunch	\$10.00	\$15.00	prior to 11:00 am	after 1:30 pm
Dinner	\$17.00	\$25.00	prior to 5:15 pm	after 8:30 pm
Maximum	\$35.00	\$50.00	prior to 6:30 am	after 8:30 pm

\*The time limitation for breakfast will not apply for overnight trips with early morning returns.

- The travel expense report must include the departure time from home or headquarters for the first day of the trip and the arrival time back to home or headquarters for the last day of the trip.
  - For the first day of the trip, they would use the Departure column in the table above to decide which meals they are eligible for based on their departure time. For example, they must depart home or HQ before 6:30am on the first day to be eligible for breakfast reimbursement.
  - For the middle days of the trip, times are not required, and they receive the maximum in-state or out-of-state daily amount for meals if meals are not included already in a registration or hotel stay.

- For the last day of the trip, they would use the Arrival column in the table above to decide which meals they are eligible for based on their arrival time. For example, they must arrive back at home or HQ after 8:30pm on the last day to be eligible for dinner reimbursement.
- Meals for one-day trips (no overnight stay) follow the same daily allowable amounts listed above but they follow special rules for reimbursement eligibility.
  - One Day Trip (No Overnight Stay and Meal NOT Included with Registration). In most cases, one-day meals are NOT reimbursable. If the employee has a one-day trip with no overnight stay, meals are not reimbursable unless they are at least 10 miles from headquarters and residence AND meet these other requirements:
    - Dinner is reimbursable only if the employee leaves headquarters before 5:15 pm and returns after 10:00 pm.
    - Breakfast and lunch are not reimbursable for one-day trips unless the employee has written Bureau Director approval AND follows the departure and arrival times for both meals.
    - Meals already paid as part of a registration fee are not reimbursable to the employee.
  - Any meals claimed for a one-day trip are subject to income tax, except for non-optional meals included in registration fees. Please talk with your tax consultant regarding any reporting requirements.
- If the non-state employee attends a conference or meeting where the registration fee includes a meal, then the non-state employee is not reimbursed for that meal, unless a valid, written justification is provided to explain why they couldn't participate in the meal.
  - Meals Included with Registrations:
    - If an employee is requesting reimbursement for a registration fee they paid that includes a meal(s) (breakfast, lunch, or dinner; NOT a continental breakfast or "reception"), State policy requires that meals included in registration fees at no option be separated from the total amount of the registration fee and claimed as a meal at the State rate on the travel document. This does not result in any loss of reimbursement to the employee, but is simply a matter of accounting.
    - If a meal is included in a direct bill registration fee or lodging fee, the employee should not claim additional reimbursement unless the employee is unable to eat the included meal and pays for a substitute meal out-of-pocket. The claim will be restricted to the same rates as any other meal reimbursement.
- If the hotel provides a hot breakfast (including a hot protein like eggs, bacon, etc.; does not include a "continental" breakfast) as part of the hotel rate, they do not receive a separate breakfast reimbursement. They only receive a breakfast reimbursement if they pay for breakfast out of their own pocket and it meets the time-of-day restrictions for the meal reimbursements.

## LODGING.

- Must be at least 50 miles from their assigned headquarters and residence on official, approved travel status for DES related business for DES to reimburse or pay hotel direct bill for overnight accommodations.
- Paid lodging "folio" receipt showing nightly rate is required for reimbursement.
- **State of SC agencies follow the official GSA maximum lodging rates, available at GSA.gov.** The nightly rate before taxes charged by the hotel must be at or below the GSA max lodging rate. The GSA max lodging rate is before taxes. Taxes on the GSA max lodging rate are reimbursable.
- Be aware that some hotels may say they have a "government" or "special" rate, but it may still be higher than the official GSA max lodging rate. State of SC only acknowledges the official GSA max rate.

**AIRFARE.** When making airline reservations, whoever makes the reservation should secure the most cost- efficient flight, taking advantage of any cost savings that may be available at the time of travel. In accordance with State policy, "State agencies and employees shall select air carriers based on cost and time criteria, not on whether frequent flyer premiums are given. First class and business class airlines tickets are not allowed." The employee must fly at the lowest rate available, and any extras will be at the employee's cost.

- Itemized airfare receipt is required showing entire itinerary.
- Baggage fee is reimbursable and baggage receipts must be included with travel reimbursement claim.
- Any charges for flight changes must include an explanation/justification. Charges for flight changes can only be reimbursed if there is a cost benefit to Agency to change the flight.

**RENTAL CAR.** If the non-state employee drives a RENTAL CAR while on official, approved travel status for DES related business, then the mandatory, non-optional expenses on the rental company's invoice can be paid.

- Requires paid receipt.
- In addition to the fee to rent the car, the rental company may also charge for mileage used while the car is rented, where they check the rental car's odometer before and after the trip. If that is on the rental company's bill, DES can pay that.
- Optional items can NOT be paid or reimbursed by DES.
- DES can NOT reimburse the non-state employee for personal-car mileage at the current IRS mileage rates when a rental car is used instead of a personal car.
- DES can reimburse the non-state employee for gasoline for the rental car during the rental period. The gas receipt or credit card statement showing the expense must be provided WITH the rental car's license plate number written on the receipt. Note that the rental car license plate often appears on the rental car receipt or contract. Gas for a rental or State car is considered a Misc. Travel Expense but uses 5031530000 Gasoline GL code.

**TAXI, AIRPORT SHUTTLE, AND METRO.** These three types of "other transportation" do NOT require receipts but are reimbursable. If they do have the paid receipt, it is nice to see it with the travel reimbursement, but again, the receipt is not required for these. Tips are NOT reimbursable.

**TOLL ROADS.** Reimbursable but receipts are NOT required.

**TIPS VS. PORTERAGE.** Tips are NOT reimbursable. Porterage, a mandatory charge for carrying bags in/out of a hotel, is reimbursable and does NOT require a receipt.

#### MISCELLANEOUS TRAVEL EXPENSES.

- Reimbursed with a paid receipt:
  - parking fees,
  - gas for rental or State car (with car license plate number written on receipt) (considered a Misc Travel Expense but uses 5031530000 Gasoline GL code),
  - internet/Wi-Fi access for business use,
  - hotel safe fees for business use,
  - phone calls for business use.
- Reimbursed but do not require a receipt:
  - tolls,
  - porterage (charge for carrying bags in/out of hotel-- NOT A TIP).

***NOTE: Fees for online booking and travel agency bookings are not reimbursable.***

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2026-22**

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 6 OF THE  
OCONEE COUNTY CODE OF ORDINANCES TO REPEAL THE ADOPTION  
OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AND  
OTHER MATTERS RELATED THERETO.**

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

**WHEREAS**, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

**WHEREAS**, S.C. Code § 6-9-50 establishes the mandatory building and related codes and standards that counties must adopt by reference, and the International Property Maintenance Code is not among the codes mandated by that section;

**WHEREAS**, S.C. Code § 6-9-60 establishes permissive building and related codes and standards that counties may, but are not required to, adopt by reference, including the International Property Maintenance Code;

**WHEREAS**, on January 3, 2023, the County, through Ordinance 2022-26, adopted by reference the 2021 International Property Maintenance Code as Section 6-51 of the Code of Ordinances, together with certain local modifications;

**WHEREAS**, County Council has reviewed the operation, scope, and effect of Section 6-51 of the Code of Ordinances and finds that the International Property Maintenance Code grants broad regulatory authority over the condition and use of private property under standards that are subjective in application;

**WHEREAS**, County Council finds that the legitimate public health, safety, and welfare interests served by the International Property Maintenance Code are independently addressed by other provisions of law, including the mandatory building, residential, fire, plumbing, mechanical, fuel gas, electrical, and energy conservation codes adopted pursuant to S.C. Code § 6-9-50; the common law and statutory law of nuisance in the State of South Carolina; the authority of the South Carolina Department of Health and Environmental Control and its successor agencies over matters of sanitation and public health; and other provisions of the Code of Ordinances of Oconee County;

**WHEREAS**, County Council finds that the protection of private property rights is a foundational interest of the citizens of Oconee County and that the repeal of the International Property Maintenance Code as a regulatory authority of the County advances that interest without compromising the legitimate health, safety, and welfare interests of the County;

**WHEREAS**, County Council has therefore determined to repeal Section 6-51 of the Code of Ordinances, to remove the International Property Maintenance Code from the codes and standards adopted by the County under Section 6-40 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 6-51 of the Oconee County Code of Ordinances, entitled “International Property Maintenance Code,” is hereby repealed in its entirety. The section number shall be reserved within the Code of Ordinances.
2. Section 6-40 of the Oconee County Code of Ordinances, entitled “General,” is hereby amended to remove the reference to the International Property Maintenance Code from the list of permissive codes adopted by the County. The remaining permissive codes adopted by the County under Section 6-40 shall consist of the International Existing Building Code, the International Performance Code for Buildings and Facilities, and the International Swimming Pool and Spa Code, each as set forth in the editions previously adopted by the County.
3. All references to the International Property Maintenance Code appearing elsewhere in the Code of Ordinances are hereby repealed to the extent of such reference. The County Attorney is directed to identify and prepare for codification any conforming amendments necessary to effectuate the repeal accomplished by this Ordinance.
4. Any enforcement action commenced under Section 6-51 of the Code of Ordinances prior to the effective date of this Ordinance shall abate on the effective date hereof,

and no further enforcement action shall be taken on the basis of the International Property Maintenance Code on or after the effective date of this Ordinance. Nothing in this Ordinance shall be construed to prevent the County from pursuing any enforcement action available under any other provision of law on the basis of conduct or conditions previously alleged to constitute a violation of the International Property Maintenance Code.

5. The County Administrator is directed to update all public-facing materials, internal policies, complaint forms, and operational procedures of the Code Enforcement Division and any other department or division of the County to reflect the repeal accomplished by this Ordinance, and to report to County Council on the completion of such updates within sixty (60) days following the effective date of this Ordinance.
6. Codification. The County Attorney, County Administrator, Clerk to Council, and codifier are authorized to take all actions necessary to codify this Ordinance, including renumbering, formatting, correcting scrivener's errors, updating cross-references, and making non-substantive changes necessary to effectuate the intent of County Council.
7. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
8. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
9. All other terms, provisions, and parts of the Code of Ordinances, and specifically the remainder of Chapter 6, not amended hereby, directly or by implication, shall remain in full force.
10. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of first reading.

*Signatures on Following Page*

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chairman, Oconee County Council

First Reading:        June 16, 2026  
Second Reading:     June 22, 2026  
Third Reading:       July 07, 2026  
Public Hearing:        July 07, 2026

# AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: JUNE 22, 2026

COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE:**

**Title: Departmental Fund Transfer      Department(s): Rock Quarry      Amount: \$130,000.00**

**FINANCIAL IMPACT:**

This action is budget neutral.

**BACKGROUND DESCRIPTION:**

The Quarry has line items that are depleted and need to be replenished to finish out the remainder of the fiscal year. The Operational line item 017-719-40032 is currently almost \$12,000.00 negative. We are requesting \$18,000.00 to bring it into the positive and have remaining funds for the rest of the fiscal year. The Blasting line item 017-719-30039 is \$6,572.83 negative. We are requesting \$95,000.00 to bring it into the positive and have funds to blast for the remainder of the fiscal year. The IT Equipment line item 017-719-40045 is currently \$115.70 negative. We are requesting the transfer of \$17,000.00 into this line item. We would like to install a camera system at the crushing plant. The cameras will allow Quarry staff to better monitor crushing plant conditions so that we can respond to failures in a timelier manner.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Capital Equipment line item 017-719-50840 has excess funds because we did not purchase a Stacker this fiscal year that was budgeted for.

The total budget expenditures for the Quarry will be 5% under the requested amount for the current budget year, and the total revenues will be 3% more than expectations for the current budget year.

**ATTACHMENT(S):**

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council:

1. Approve the transfer of funds approved in the 25-26 budget from the Capital Equipment line item to the Operational, Blasting, and IT Equipment line items.

**Submitted or Prepared By:** \_\_\_\_\_  
**Billy Buchanan, Quarry Director**

**Approved for Submittal to Council:** \_\_\_\_\_  
**Stewart Jones, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

# AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 22, 2026

COUNCIL MEETING TIME: 6:00 PM

## ITEM TITLE: (Brief Statement)

**Title: Salary Account Budget Transfer      Department: Detention Center      Amount: \$144,000.00**

## FINANCIAL IMPACT:

This action is budget neutral.

## BACKGROUND DESCRIPTION:

The Oconee County Administrator is authorized to transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds \$10,000.00 not to exceed the fiscal year maximum of \$100,000. The Administrator has reached the maximum approval limit for such transfers and now must obtain Council approval.

The Detention Center requests budget transfers totaling \$144,000.00 from the available salary appropriations from unfilled positions in the Solicitor and Planning Departments to cover operational needs resulting from unforeseen events during this fiscal year. There is no net increase to the overall budget.

- **Food \$72,000.00** – Expenditures in the Food account increased due to unusually high inmate occupancy during the winter months of this fiscal year.
- **Maintenance of Buildings/Grounds \$72,000.00** – During FY2025-2026, the Detention Center building required several unanticipated repairs and updates.
  - Major leaks in the Detention Center roof required emergency repairs.
  - Two HVAC units had to be replaced and filled with freon.
  - Rollup fire doors had to be repaired to meet inspections.
  - Replacement of lights in jail had to be upgraded.
  - Repair walk-in cooler due to leaks underneath and repairs to the dishwasher.
  - Replace sinks with special units due to inmate damage.

## SPECIAL CONSIDERATIONS OR CONCERNS:

## ATTACHMENT(S):

Transfer Request Form

## STAFF RECOMMENDATION:

Staff recommends Council approve the transfer of funds from the Solicitor and Planning Department Salary accounts to the Food and Maintenance of Buildings/Grounds accounts in the amounts as outlined above.

Submitted or Prepared By: \_\_\_\_\_  
Stewart Jones, County Administrator

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# AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 22, 2026

COUNCIL MEETING TIME: 6:00 PM

## ITEM TITLE: (Brief Statement)

**Title:** Salary Account Budget Transfer    **Department:** Roads & Bridges    **Amount:** \$145,847.00

## FINANCIAL IMPACT:

This action is budget neutral.

## BACKGROUND DESCRIPTION:

The Oconee County Administrator is authorized to transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars. The Administrator has reached the maximum approval limit for such transfers and now must obtain Council approval.

The Roads and Bridges Department requests a budget transfer totaling \$145,847.00 from their salary appropriations to cover operational needs resulting from unforeseen events during this fiscal year. There is no net increase to the overall departmental budget.

- **Overtime \$13,000.00** – The January ice and February snow storms required additional hours to clear roadways.
- **Special Departmental \$1,209.00** – Additional funding was to have been provided by the prior Administrator that did not happen.
- **Maintenance of Buildings and Grounds \$10,500.00** – Replace parking lot asphalt that was removed to repair a leaking waterline.
- **Safety Equipment \$2,895.00** – Replenish safety equipment required for employee protection and safety.
- **Gas and Fuel Oil \$2,700.00** – Higher than normal natural gas costs coupled with increased amounts used to heat the Roads & Bridges Building during the winter storms contributed to this budget shortfall
- **Vehicle Maintenance \$109,943.00** – Unexpectedly, two vehicles needed transmissions and a dump truck that caught fire due to a faulty alternator had to be repaired
- **Diesel \$5,600.00** – Fuel prices increased significantly during the fiscal year.

The Roads & Bridges Salary account has available budget to transfer as a result of budgeted positions not having been filled.

## SPECIAL CONSIDERATIONS OR CONCERNS:

## ATTACHMENT(S):

Transfer Request Form

## STAFF RECOMMENDATION:

Staff recommends Council approve the transfer of funds from the Roads & Bridges Salary account to various Roads & Bridges accounts in the amounts as outlined above.

Submitted or Prepared By: \_\_\_\_\_  
Kyle Reid, Roads & Bridges Director

Approved for Submittal to Council: \_\_\_\_\_  
Stewart Jones, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

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# AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 22, 2026

COUNCIL MEETING TIME: 6:00 PM

## ITEM TITLE: (Brief Statement)

**Title: Salary Accounts Budget Transfers    Department: Delinquent Tax    Amount: \$44,670.00**

## FINANCIAL IMPACT:

This action is budget neutral.

## BACKGROUND DESCRIPTION:

The Oconee County Administrator is authorized to transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds \$10,000.00 not to exceed the fiscal year maximum of \$100,000. The Administrator has reached the maximum approval limit for such transfers and now must obtain Council approval.

The Delinquent Tax Department requests budget transfers totaling \$44,670.00 from the available salary appropriations from unfilled positions in the Economic Development and Assessor Departments to cover operational needs resulting from unforeseen increases in preparing, processing and posting tax sale notices during this fiscal year.

- **Postage-Tax Sale \$22,350.00** – The Postage account budget for the printing/ mailing of the tax sale notices is currently projected to exceed budget due to increased quantity of year-end notices and the associated mailing expenditures involved with delinquent tax collection and tax sale processing.
- **Professional-Tax Sale \$22,320.00** – The budget balance in the Professional-Tax Sale account code is negative due to increased posting costs associated with the current tax year. Additional title search expenses are anticipated for June in connection with tax sale preparation and SC statutory compliance requirements.

There is no net increase to the overall budget.

## SPECIAL CONSIDERATIONS OR CONCERNS:

## ATTACHMENT(S):

Transfer Request Form

## STAFF RECOMMENDATION:

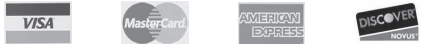
Staff recommends Council approve the transfer of funds from the Economic Development and Assessor Department Salary accounts to the Delinquent Tax Department's Postage-Tax Sale and Professional-Tax Sale accounts in the amounts as outlined above.

Submitted or Prepared By: \_\_\_\_\_  
Stewart Jones, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

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NOTICES

PUBLISHERS NOTICE
This newspaper will not knowingly accept any false or misleading advertising. We advise you to investigate on your own, and take any steps necessary to ascertain the validity of any advertising before exchanging money or entering into any contractual agreements.

Lucas Henry Fenner the owner of a 1988 BMW 325i-vin WBAB130XJ8273791 located at Roadtrip Carolina, Seneca SC. Please pay charges of \$9200.00 within 30 days and take your vehicle or this vehicle will be sold at Magistrates Public Sale. Call 864-630-2666

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ADOPT A DOG! Save a Life!

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Help wanted. New precast concrete plant in Clinton SC looking for welder, carpenter, mechanic, electrician, crane operator, concrete truck drivers, concrete forming and finishing, patchers, safety manager and general labor. Full time plus benefits. Contact Jeff Turner at 814-280-2638 or jturner@cpsprecast.com

NOTICE OF PUBLIC SALE: Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 2254 Sandifer Blvd. Westminster, SC, 29693 intends to sell the personal property described below. Everything sold is purchased AS-IS for cashier's check or money orders NO

CASH. See and bid on all units 24/7 at www.lockerfox.com Bidding ends on Wednesday, June 24th @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS are listed on the auction website. B0511, Dawn Benson, Dining Table, B0809, David Carson, Totes, B10126, Kellee Oglesby, Bench; B9209, Sheryl Cady, Furniture; B9326, Kyle Holt, crib.

PUBLIC AUCTION. Surplus Government Vehicles and Equipment. CITY OF ROCK HILL, SC. Saturday, June 20 at 10am. 757 South Anderson Rd. Rock Hill, SC. Selling Police Cars, Tahoes, SUV's, pickup trucks, UTV's, garbage trucks, mowers and more. www.ClassicAuctions.com. Tony Furr. NCA#5479/5508/SCAL2893R. 704-791-8825

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LEGALS

Notice of Self Storage Sale Please take notice Midgard Self Storage - Seneca Greenleaf located at 600 Shiloh Rd Seneca SC 29678 intends to hold an Auction of storage units in default of payment. The sale will occur as an online auction via www.storage-treasures.com on 6/19/2026 at 1:00 PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Amara Hawk; Paris Palmer; Sara Davis; Pierre Davis; Kelly Ann Abrams; Anna Hughes; Brenda E Hoover; Victoria Adams-Holden; Pam Cleaveland (2 Units); Larica Teague; Lucinda Plegier; Adan Mendez. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

Notice of Self Storage Sale Please take notice Midgard Self Storage - Anderson2 located at 3508 Hopewell Rd Anderson SC 29621 intends to hold an Auction of storage units in default of payment. The sale will occur as an online auction via www.storage-treasures.com on 6/19/2026 at 1:00 PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Quintavious Hall; Horace Alexander; Patsy Taylor; Brandon Walker; Marissa Geyer; Amicah Batton. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

Notice of Self Storage Sale Please take notice Midgard Self Storage - Seneca Boat located at 1448 Blue Ridge Blvd Seneca SC 29672 intends to hold an Auction of storage units in default of payment. The sale will occur as an online auction via www.storage-treasures.com on 6/19/2026 at 1:00 PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Robert Griffin; Justin Stanney. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

NOTICE TO CREDITORS OF ESTATES All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE ST Walhalla SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claimants are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: MARIAN FAY SIEGEL Date of Death: 3/12/2026 Case Number: 2026ES3700327 Personal Representative: KEITH RAY LYNN Address: 1332 TROTTERS WALK WAJACKSONVILLE, FL 32225 Attorney, if applicable: SCOTT ALLMON Address: 1606 BLUE RIDGE BLVD SENECA, SC 29678

Estate: WILLIAM COMSTOCK WALKER JR. Date of Death: 3/12/2026 Case Number: 2026ES3700288 Personal Representative: CAREN S. VON HIPPEL Address: 8 SAIL MAKER COURT SALEM, SC 29676 Attorney, if applicable: MICHAEL BRIDGES Address: 220 HOWE STREET GREENVILLE, SC 29601

Estate: JAMES KELVIN DUNCAN Date of Death: 4/3/2026 Case Number: 2026ES3700328 Personal Representative: BRANDON JEREMY DUNCAN Address: 199 LAZY D LANE WESTMINSTER, SC 29693

Estate: BOBBY ORR GRANT Date of Death: 12/13/2022 Case Number: 2026ES3700316 Personal Representative: TINA GRANT NEAL Address: 922 FRIENDSHIP ROAD SENECA, SC 29678

Estate: BEN EVAN ALTER Date of Death: 5/13/2026 Case Number: 2026ES3700338 Personal Representative: DEBORAH FOWLER ALTER Address: 6041 SOUTH HIGHWAY 11 WESTMINSTER, SC 29693

Estate: JANE W PARADISE AKA ALANTHA JANE WILLIAMS PARADISE Date of Death: 1/25/2026 Case Number: 2026ES3700155 Personal Representative: JOHN G MOORE Address: 321 KATAMA WAY POOLER, GA 31322

Estate: SHARON SIMMERS CHUMLEY Date of Death: 2/18/2026 Case Number: 2026ES3700295 Personal Representative: JULIETTE HARRIS Address: 424 BATTERY CIRCLAKE LAKE WYLLIE, SC 29710 Attorney, if applicable: LYDIA HOSTING Address: 252 LATITUDE LANE SUITE 102

Estate: CAROLYN M CHAPMAN Date of Death: 12/16/2025 Case Number: 2026ES3700301 Personal Representative: BRIAN STEVE CHAPMAN Address: 115 MANLEY FARM ROAD WALHALLA, SC 29691

Estate: FREDERICK RAY COOPER Date of Death: 4/19/2026 Case Number: 2026ES3700306 Personal Representative: RUTH COOPER Address: 225 LEROY ROAD SENECA, SC 29672

Estate: LARRY DAVIS MCCALL Date of Death: 4/9/2026 Case Number: 2026ES3700346 Personal Representative: RYAN D MCCALL Address: 200 WATERCREST DRIVE LEXINGTON, SC 29072 Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW Address: 135-C EAGLE&#39;S NEST DRIVE SENECA, SC 29678

Estate: MICHELLE LYNN LEGGETT Date of Death: 4/22/2026 Case Number: 2026ES3700349 Personal Representative: ZOE RHAME WARMOTH Address: 203 MEADOW WOOD DRIVE GREENVILLE, SC 29615 Attorney, if applicable: JOEL STODENMIRE Address: 104 S MAIN ST #900 GREENVILLE, SC 29601 Co - Personal Representative: KAREN LEIGH LEGGETT Address: 12 BURLINGTON CIRCLAKE BEAUFORT, SC 29906

Estate: JAMES WESLEY BROWN SR. Date of Death: 1/9/2026 Case Number: 2026ES3700205 Personal Representative: BRENDA GALE GOODING Address: 607 BRYANT CROSSING DRIVE WEST UNION, SC 29696

Estate: JOHN VAN ANTWERP BOEHME Date of Death: 3/24/2026 Case Number: 2026ES3700322 Case Number: 2026ES3700322 Personal Representative: FIRST-CITIZENS BANK AND TRUST COMPANY C/O NOELLE B. BEATTIE Address: PO BOX 29522 RALEIGH, NC 27626 Attorney, if applicable: JESSICA MERING HARDIN Address: 600 S TRYON STREET SUITE 2300

Estate: SARAH GILLESPIE SEALE Date of Death: 4/22/2026 Case Number: 2026ES3700345 Personal Representative: LESLIE SEALE BLACK Address: 100 PARK PLAZA DRIVE SECAUCUS, NJ 07094 Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW

Address: 135-C EAGLE&#39;S NEST DRIVE SENECA, SC 29678

Estate: LARRY RANDY LEE Date of Death: 5/14/2026 Case Number: 2026ES3700334 Personal Representative: ANGELA LEE TEMPEST Address: 350 OWENS DRIVE WEST UNION, SC 29696

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE PROBATE COURT TENTH JUDICIAL CIRCUIT 2013-ES-37-656 IN THE MATTER OF ESTATE OF JERRY CECIL OWENS, SR. AKA JERRY CECIL OWENS AKA JERRY C. OWENS

SUMMONS Terry Katherine Wilson fka Kathy Phillips Owens, Petitioner, -vs- Windy A. Dobbs, Pamela Nicole Bagwell, Estate of Kevin Glenn Owens and Jerry Cecil Owens II, Respondents.

YOU ARE HEREBY SUMMONED and required to Answer to the Petition herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Petition upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Petition, judgment by default will be rendered against you for the relief demanded in the Petition.

DERRICK, RITTER, WILLIAMS & MORRIS, PA Emma W. Morris (SC Bar #9080) Attorney for Petitioner P O Box 795, Seneca SC 29679 864-882-2747 emma@drwmlaw.com March 24, 2026

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE PROBATE COURT TENTH JUDICIAL CIRCUIT 2013-ES-37-656

IN THE MATTER OF ESTATE OF JERRY CECIL OWENS, SR. AKA JERRY CECIL OWENS AKA JERRY C. OWENS

SUMMONS Terry Katherine Wilson fka Kathy Phillips Owens, Petitioner, -vs- Windy A. Dobbs, Pamela Nicole Bagwell, Estate of Kevin Glenn Owens and Jerry Cecil Owens II, Respondents.

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DERRICK, RITTER, WILLIAMS & MORRIS, PA Emma W. Morris (SC Bar #9080) Attorney for Petitioner P O Box 795, Seneca SC 29679 864-882-2747 emma@drwmlaw.com April 7, 2026

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Estate: AMARON GOLDSMITH Date of Death: 3/26/2026 Case Number: 2026ES3700236 Personal Representative: JOAN GOLDSMITH Address: 1843 COFFEE ROAD WESTMINSTER, SC 29693 Attorney, if applicable: Co Personal Representative: GEORGE DRUMMOND, JR. Address: 109 RED TIP DRIVE WESTMINSTER, SC 29693

Estate: CANDACE PRESTON DAVIES Date of Death: 3/24/2026 Case Number: 2026ES3700357 Personal Representative: JOYCE LYNN VEAL Address: 1006 ROYAL SUMMIT DRIVE SENECA, SC 29678

Estate: NANCY ANNE WILSON Date of Death: 10/29/2025 Case Number: 2026ES3700320 Personal Representative: KATHERINE STOKNER REPRESENTATIVE FOR THE PRIVATE TRUST COMPANY, NA Address: 320 DRY RIDGE WESTMINSTER, SC 29716

Estate: ALFRED WADE BLACKWELL Date of Death: 5/16/2026 Case Number: 2026ES3700355 Personal Representative: ELAINE L RHOLETTER Address: 320 DRY RIDGE WESTMINSTER, SC 29693

Estate: ROBERT JOHN ZIEGLER Date of Death: 4/19/2026 Case Number: 2026ES3700368 Personal Representative: ROBERT DAVID ZIEGLER Address: 3812 BURBERRY DRIVE SOUTH LA FAYETTE, IN 47905 Attorney, if applicable: SCOTT ALLMON Address: 1606 BLUE RIDGE BLVD SENECA, SC 29678

Estate: THOMAS PATRICK PULLEN Date of Death: 4/30/2026 Case Number: 2026ES3700321 Personal Representative: MARGO SALENE RHODES Address: 361 KELLY MILL RD SENECA, SC 29672

Estate: LARRY LEWIS CAMPBELL Date of Death: 5/6/2026 Case Number: 2026ES3700339 Personal Representative: MARY MARLENE CAMPBELL Address: 719 ROCKSTONE DRIVE SENECA, SC 29678

Estate: SHARON LEE DECORAH Date of Death: 4/28/2026 Case Number: 2026ES3700344

Personal Representative: BRANDY DECORAH Address: 309 ZION HILL RD SENECA, SC 29678

Estate: DENNIS KERRY OWENS Date of Death: 4/26/2026 Case Number: 2026ES3700348 Personal Representative: WANDA RECH Address: 257 BOUNTYLAND RD SENECA, SC 29672

Estate: JAMES FRANKLIN PAYNE Date of Death: 3/4/2026 Case Number: 2026ES3700286 Personal Representative: SCOTT F PAYNE Address: 51 CHAMP LN OTTO, NC 28763

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

CA No. 2026-CP-37-00422

COUNTY OF OCONEE

Chickasaw Association, Inc., Plaintiff,

vs.

Alan Butterworth, if not deceased; if deceased, then Alan Butterworth's and any other deceased parties' Heirs, Devisees, Personal Representatives, Successors, Assigns, Spouses, and Creditors, and all others claiming through him or them any right, title, estate, interest in or lien upon the real estate described in the Complaint herein, including any unknown adults, minors, or persons under legal disability, being a class designated as John Doe, and including any unknown persons in the Military service of the United States of America, being a class designated as Mary Doe; also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the Complaint herein, including any unknown adults, minors, or persons under legal disability, being a class designated as John Roe, including any unknown persons in the Military Service of the United States of America, being a class designated as Mary Roe; Lucy A. Butterworth; Peter C. Campo; Sunbelt Investor Net LLC; the Oconee County Delinquent Tax Collector, and the Oconee County Treasurer, Defendants.

SUMMONS AND NOTICE OF FILING COMPLAINT TO THE DEFENDANT(S) : Alan Butterworth

Unknown parties and/or heirs, and all others claiming any right, title or interest in the subject real property, being as a class designated as John Doe, Mary Doe, John Roe, and Mary Roe;

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the subscriber, at his office at 129 N. Main St., Suite 100, Anderson, South Carolina 29621, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for judgment by default for the relief demanded in the Complaint. TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian ad Litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you. NOTICE IS HEREBY GIVEN that the original Summons and original Complaint in the above entitled action were filed in the Office of the Clerk of Court for Oconee County on May 12, 2026.

s/Michael S. Chambers SC Bar No. 1178 Bradley K. Richardson P.C. Attorney for the Plaintiff 129 N. Main St., Suite 100 Anderson, S.C. 29621 (864) 222-0292 Mike@BKRLaw.net

NOTICE OF ORDER APPOINTING COUNSEL AND GUARDIAN AD LITEM NISI

TO: THE DEFENDANTS HEREIN, NAMES AND ADDRESSES UNKNOWN, BEING AS A CLASS DESIGNATED AS JOHN DOE, MARY DOE, JOHN ROE, AND MARY ROE, INCLUDING ANY THEREOF WHO MAY BE MINORS, IMPRISONED PERSONS, INCOMPETENT PERSONS, UNDER OTHER LEGAL DISABILITY, OR IN THE MILITARY, IF ANY; WHETHER RESIDENTS OR NON-RESIDENTS OF SOUTH CAROLINA AND TO THE NATURAL, GENERAL, TESTAMENTARY GUARDIAN OR COMMITTEE, OR OTHERWISE, AND TO THE PERSON WITH WHOM THEY MAY RESIDE, IF ANY THERE BE: PLEASE TAKE NOTICE that a Motion for an Order and an Order appointing Kelley Yarborough Woody, Esquire, as Counsel and Guardian ad Litem Nisi, for all persons whomsoever herein collectively designated as John Doe, Mary Doe, John Roe, and/or Mary Roe, Defendants herein, names and addresses unknown, including any thereof who may be minors, imprisoned persons, incompetent persons, in the military service or under other legal disability, whether residents or non-residents of South Carolina, was filed in the Office

of the Clerk of Court for Oconee County, South Carolina. YOU WILL FURTHER TAKE NOTICE that unless the said minors or persons under other legal disability, if any, or someone in their behalf or in behalf of any of them, shall within thirty (30) days after service of notice of this Order upon them by publication, exclusive of the day of such service, procure to be appointed for them or either of them, a Counsel and/or Guardian ad Litem to represent them for the purposes of this action, the appointment of said Counsel and/or Guardian ad Litem Nisi shall be made absolute. s/Michael S. Chambers SC Bar No. 1178 Bradley K. Richardson P.C. Attorney for the Plaintiff 129 N. Main St., Suite 100 Anderson, S.C. 29621 (864) 222-0292 Mike@BKRLaw.net

Oconee County will accept sealed bids for ITB 25-06, Oconee County Sheriff's Office / Law Enforcement Center Roof Replacement, until Tuesday, July 14, 2026 at 2:00 pm, EST; at which time they will be publicly opened.

MANDATORY PRE-BID

There will be a mandatory pre-bid meeting on Tuesday, June 23, 2026 @ 10:00am, EST. The meeting will begin at the Oconee County Administrative Offices, Council Chambers, located at 415 South Pine Street, Walhalla, SC 29691. In the event of an Election Runoff, the meeting will be relocated to Room 205 at the same address. Following a brief meeting, attendees will travel to the project site at the Oconee County Law Enforcement Center, 300 South Church Street, Walhalla, SC 29691.

Specifications may be obtained from Oconee County Procurement Office, 415 S. Pine Street, Walhalla, SC 29691, telephone (864) 638-4141 or at the County's E-bidding portal

https://oconeesc.bonfirehub.com/portal/?tab=openOpportunities

Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

The Oconee County Real Estate, Facilities and Land Management Committee meeting scheduled for 4:30 pm on Tuesday, June 16, 2026 has been CANCELLED.

Oconee County Council will hold a special meeting at 4:30 p.m. on Monday, June 22, 2026 in council chambers located at 415 S. Pine St., Walhalla, SC.

NOTICE

DENNIS BLAKE EVATT The State of Tennessee, Department of Children's Services, has filed a petition against you seeking to terminate forever your parental rights to J. P. L. (d.o.b. 01/02/2025). It appears that ordinary process of law cannot be served upon you because your whereabouts are unknown. You are hereby ORDERED to appear in the Juvenile Court of Washington County, Tennessee at Jonesborough, Tennessee on the July 27, 2026, at 1:30 o'clock P.M. to personally answer the Petition for Termination of Parental Rights. Failing to appear for the hearing on this date and time, without good cause, pursuant to Rule 103 of the Tenn. R. Juv. P. will result in the loss of your right to contest the petition to terminate your parental rights to the child listed above. You may view and obtain a copy of the Petition and any other subsequently filed legal documents at the Washington County Juvenile Court Clerk's Office, Jonesborough, Tennessee.

NOTICE OF FILING SUMMONS AND COMPLAINT STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE TENTH JUDICIAL CIRCUIT C.A. NO.: 2026-CP-37-00329 AGSOUTH FARM CREDIT, ACA, PLAINTIFF,

v. DRAKE TANNAR ABERCROMBIE, KAYLA TALLEY, AND PORTFOLIO RECOVERY ASSOCIATES, LLC, DEFENDANTS.

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the Court of Common Pleas for the County of Oconee and upon the undersigned at the office at 55 Beattie Place, Suite 1200, Greenville, SC 29601, within THIRTY (30) DAYS from the date of service hereof, exclusive of the day of service; and, if you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons and Complaint, the Plaintiff will move for an Order of Reference of this case to the Master-in-Equity or Special Referee for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master-in-Equity or Special Referee is authorized and empowered to enter a final judgment in this case. W. Duffie Powers, Esq. (SC Bar No. 73640)

Hunter Williams (SC Bar No. 104779) GALLIVAN, WHITE & BOYD, P.A. P.O. Box 10589 Greenville, SC 29603 Tel: (864) 271-5430 dpowers@gwblawfirm.com hwilliams@gwblawfirm.com Attorneys for Plaintiff AGSouth Farm Credit, ACA

Published: June 10, June 17, June 24

Advertisement for Window Nation featuring a 'BUY 4 GET 4 FREE!' promotion with 0% down, 0% payments, and 0% interest. Includes contact information for Window Nation at (855) 666-1907.

# THE JOURNAL

## PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE


OCONEE COUNTY COUNCIL


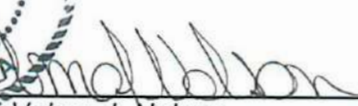
IN RE:

*BEFORE ME* the undersigned, a Notary Public for the State and County above named, This day personally came before me, Larry Davidson, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on

**January 10, 2026**

the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
\_\_\_\_\_  
Larry Davidson  
General Manager

  
  
\_\_\_\_\_  
Velma J. Nelson  
Notary Public  
State of South Carolina

Subscribed and sworn to before me this  
1/10/2026

# F I E D PLACE

864.973.6676



upstatetoday.com

## HOUSES FOR SALE

### PUBLISHERS NOTICE

All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

## LEGALS

### Public Notice

Linda A. Traynor, Director of the South Carolina Department of Health and Environmental Control, is authorizing construction in Navigable Waters Permit to remove 177 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 122 Fair Haven Ct in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

### Public Notice

Sharon Swindale has applied to the South Carolina Department of Health and Environmental Control for a Construction in Navigable Waters Permit to remove 256 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 13058 Janda Road in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

The Oconee County Aeronautics Commission meeting scheduled for Thursday January 29, 2026 has been canceled.

The meeting will instead be held on Tuesday January 27, 2026 at 3:30 pm in the Oconee County Chambers located at 415 S. Pine St., Walhalla, SC.

### MEETING NOTICE OF THE PIONEER RURAL WATER DISTRICT

5500 West-Oak Hwy., Westminster, SC  
Tuesday January 13, 2026 @ 3:00 pm

Agenda:  
Call To Order  
Concerns of the District  
Limited: 2 citizens per meeting, for 5 minutes, prior scheduling required.  
Agenda & Non Agenda Items: Combined both are limited to a total of forty (40) minutes, four (4) minutes per person.  
Approval of Minutes  
Financial Report / System Report  
Treatment Plant PER Discussion  
Old Business  
New Business  
Adjourn

The Oconee County Council will meet in 2026 on the first and third Tuesday of each month with the following exceptions:

June and November meetings, which will be only on the third Tuesday of each of these months; October and December meetings, which will be only on the first Tuesday of each of these months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 20, 2026 to establish short- and long-term goals.

This meeting will be held off-site at Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina.

Oconee County Council will also meet on Tuesday, January 5, 2027 in Council Chambers at which point they will establish their 2027 Council and Committee meeting schedules. Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2026 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Transportation Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026. The Planning & Economic Development Committee at 4:30 p.m. on

the following dates: April 7, June 16, August 18, & October 06, 2026. The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20th [Strategic Planning Retreat], Friday, February 27th [Budget Workshop] and 4:30 p.m. on the following dates: March 3, April 21, & May 5, 2026.

The Corinth-Shiloh Fire Commission will meet during 2026 on the third Thursday of each month. All Commission meetings, unless otherwise noted, will be held at the Corinth-Shiloh Fire Department, 940 Old Clemson Highway, Seneca, SC 29672, at 6:00 p.m. in the training room.

The Commission will hold two budget workshops on Tuesday, February 12, and Tuesday, March 6, at 6:00 p.m. at the fire department. The annual budget meeting will be held on Thursday, March 19, 2026, at 6:00 p.m.

Additional Commission meetings and/or workshops may be scheduled throughout the year as needed. A monthly schedule is available at the fire department.

Members of the Commission are invited to attend Corinth-Shiloh Volunteer Fire Department meetings, trainings, and community activities. These events will have no Commission agenda items and no Commission action will be taken. The monthly department meeting is held on the first Monday of each month. Training is held on the third Monday of each month, as well as the Saturday following the third Monday. A monthly schedule of activities, including dates and times, is available at the fire department.

Several fire department ceremonies are planned for 2026, to which the Fire Commission is invited. These events will have no Commission agenda items and no Commission action will be taken. Scheduled events include Meet the Chief on January 15 from 5:00 p.m. to 6:00 p.m., and the Transfer of Command on Friday, February 27, at 6:00 p.m. Summer and fall family events, Station Open Houses and other community fire department events, and the annual Christmas dinner has not yet been scheduled. Once

finalized, dates, times, and locations will be available at the fire department. These events will have no Commission agenda items and no Commission action will be taken.

Commission agendas will be available and publicized no later than the day prior to the scheduled meeting and/or workshop at [www.corinthshilohfd.com](http://www.corinthshilohfd.com). All meetings and workshops, with the exception of executive sessions, are open to the public.

**CLASSIFIEDS WORK!**

# Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com)

John Elliott  
District I

Matthew Durham  
Chairman  
District II

Don Mize  
Vice Chairman  
District III

Thomas James  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



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The Transportation Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20<sup>th</sup> [Strategic Planning Retreat], Friday, February 27<sup>th</sup> [Budget Workshop] and 4:30 p.m. on the following dates: March 3, April 21, & May 5, 2026.

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. **The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety.** The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

***Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility.** The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) **Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting,** or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

(d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)



**Public Comment  
SIGN IN SHEET**

**June 22, 2026**

**6:00 PM**

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
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*None*

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.