

**Oconee County, South Carolina
Roads and Bridges (601)
2026-2027 Budget**

Account Number				Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	FY 2027 Departmental Request	
10	601	10710	00000	Overtime	46,389	32,458	48,178	40,000	50,000	50,000	
Total Overtime					46,389	32,458	48,178	40,000	50,000	50,000	
10	601	30018	00000	Travel	-	-	201	-	-	300	
10	601	30024	00000	Equipment Maintenance	1,973	4,159	2,037	4,250	3,000	3,000	
10	601	30025	00000	Professional	3,187	7,500	8,459	7,000	8,300	8,350	Tribble Center cleaning offices
10	601	30037	00000	Equipment Rental (Crusher & Screen)	2,353	-	-	-	-	-	
10	601	30056	00000	Data Processing	1,232	1,233	1,372	1,700	1,700	2,100	Sign Shop software, adobe, auto cad
10	601	30059	00000	Copier Click Charges	1,355	1,137	1,320	2,000	1,500	1,500	
10	601	30080	00000	Dues: Organizations	232	239	-	1,000	1,000	500	APWA
10	601	30084	00000	Staff Development	2,000	1,954	7,131	3,500	3,500	3,500	
10	601	30091	00000	Special Departmental Supplies	2,499	9,686	10,152	2,000	2,000	2,000	
10	601	33022	00000	Building/Grounds Maintenance	4,409	3,635	2,224	4,000	3,500	2,500	
10	601	34042	00000	Gas and Fuel Oil	2,870	3,660	2,580	4,000	3,000	4,100	based on prior year & year to date actuals
10	601	34043	00000	Electricity	11,380	10,500	11,557	12,000	12,000	12,000	
10	601	34044	00000	Water/Sewer/Garbage	3,067	2,392	2,676	3,200	3,000	3,200	based on prior year actuals
10	601	40027	00000	Safety Equipment	12,368	10,072	7,401	14,000	10,000	12,000	Safety items ie., steel toed boots vests, chaps
10	601	40031	00000	Small Equipment	8,204	9,825	11,398	15,000	10,000	10,000	
10	601	40032	00000	Operational	1,471	2,509	5,227	3,500	3,500	3,500	
10	601	40034	00000	Food	2,433	3,281	3,541	3,500	3,500	4,000	Water, coffee and deparmental recognition
10	601	40065	00000	Uniforms/Clothing	9,896	14,225	14,147	16,000	14,000	15,000	based on prior year & year to date actuals
10	601	80601	00000	Vehicle Maintenance	201,486	325,623	310,661	300,000	300,000	325,000	based on prior year & year to date actuals
10	601	81601	00000	Gasoline	45,708	39,453	42,904	47,000	47,000	47,000	
10	601	82601	00000	Diesel	133,298	155,383	141,519	155,000	155,000	155,000	
Total Operational					451,421	606,466	586,507	598,650	585,500	614,550	
Total Overtime + Operational					497,810	638,924	634,685	638,650	635,500	664,550	
Direct Revenue											
					FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	
10	80	805	10601	Encroachment Fees - Roads and Bridges	24,642	31,748	26,341	35,000	39,000	39,000	25/26 we received over 70k, this is a onetime proj. from spectrum
10	80	805	60003	Storm Water Assistance Fund	8,463	7,077	7,324	7,000	14,000	7,000	adj. based on year to date actuals
10	80	805	60105	Sign Fees - Roads and Bridges	3,043	2,541	1,703	2,500	2,000	1,700	adj. based on year to date actuals
Departmental Total Direct Revenue					36,148	41,366	35,368	44,500	55,000	47,700	
Positions											
					FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
General Fund Full Time Employees					37	37	37	37	36	36	

THREE YEAR CAPITAL FORM
Oconee County, South Carolina
2026-2027

Department:	Roads and Bridges	Department Number:	601		NOTES:
Requested Budget Year	Description	Cost Per Unit	Number of Units	Total Cost	
2025-26	Motor Grader - replacement	\$ 330,000	1	\$ 330,000	replaces 1992 John Deere Motorgrader
2025-26	3 Ton Asphalt Roller - add	\$ 80,000	1	\$ 80,000	larger roller for road paving
2026-27	Broom Tractor - add	\$ 100,000	1	\$ 100,000	currently using skid steers that are less effective
2026-27	3/4 Ton Pickup Truck w/ snow plow - replacement	\$ 90,000	3	\$ 270,000	replaces 3 2011 F250s
	Budget Total Cost			\$ 780,000	
2027-28	Mowing Tractors - replacement	\$ 185,000	2	\$ 370,000	replaces 2001 and 2011 mowing tractors
2027-28	Milling Machine - add	\$ 750,000	1	\$ 750,000	for patching roads for paving
2027-28	Water Truck - replacement	\$ 150,000	1	\$ 150,000	replaces 1997 water truck
2027-28	Motor Grader - replacement	\$ 345,000	1	\$ 345,000	replaces 2001 Komatsu motor grader
2027-28	Finish Roller Asphalt - add	\$ 90,000	1	\$ 90,000	larger roller for finish rolling behind 9-wheel roller
	Budget Total Cost			\$ 1,335,000	
2028-29	Compact Excavator - replacement	\$ 140,000	1	\$ 140,000	replaces 2007 JCB backhoe
2028-29	Bucket Truck - replacement	\$ 210,000	1	\$ 210,000	replaces 2002 bucket truck
2025-26	Slope Mower - replacement	\$ 230,000	1	\$ 230,000	replaces 2017 John Deere slope mower
2028-29	Triaxle Dump Truck - replacement	\$ 250,000	1	\$ 250,000	replaces 1997 Ford triaxle
2028-29	3/4 Ton Pickup Truck w/ snow plow - replacement	\$ 100,000	2	\$ 200,000	replaces 2 2011 F250s
	Budget Total Cost			\$ 1,030,000	
TOTAL				\$ 3,145,000	

Oconee County, South Carolina
 Bridges and Culverts Capital Projects Fund (320)
 2025-2026 Budget

Account Number		Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget	FY 2026 Approved Budget 06/03/2025	
		Number of Mills	1	1	1	1	1	
		Value of a mill	586,604	602,892	640,128	660,000	715,000	
Revenue								
320	080	00899 00000	Bridges and Culverts Millage	677,236	672,004	720,377	660,000	728,269
			Use of Fund Balance	-	-	-	-	1,087,231
			Total Revenue	677,236	672,004	720,377	660,000	1,815,500
Expenditures								
320	601	30025 00000	Professional	88,741	1,428	-	-	-
320	601	30025 52005	Professional Cherokee Lake Bridge	69,366	-	-	-	-
320	601	50885 52005	Lake Cherokee Bridge	677,582	-	-	-	-
320	601	30885 00000	Maintenance / Repair	52,803	62,365	56,169	620,000	80,000
320	601	50840 00000	Capital Equipment	-	-	-	-	-
320	601	50885 ?????	Cap Bridge/Culvert - Hoyt Street	-	-	-	-	-
320	601	50885 ?????	Cap Bridge/Culvert - Duck Pond	-	-	-	-	-
320	601	50885 ?????	Cap Bridge/Culvert - Crestwood Drive Bridge	-	-	-	900,000	-
320	601	50885 ?????	Cap Bridge/Culvert - Armada Way Culvert Replacement	-	-	-	-	-
320	601	50885 ?????	Cap Bridge/Culvert - Flat Rock Road	-	-	-	-	1,000,000
320	601	50885 63078	Cap Bridge/Culvert - Tabor Conveyance of allocation to fund 010	-	49,223	-	-	-
			Total Expenditures	888,492	113,016	56,169	1,520,000	1,815,500

Enterprise Fund
 Debt Service
 Fund

Executed
 Ordinances
 Budget Profiles

Balance

Oconee County, South Carolina
Bridges and Culverts Capital Projects Fund (320)
2026-2027 Budget

Account Number	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget Pending Audited Actual	FY 2026 Budget	FY 2027 Requested
	Number of Mills	1.0	1.0	1.0	1.0	1.0	
	Value of a Mill	654,583	665,661	720,377	660,000	715,000	
Revenue							
320 080 00899 00000	Bridges and Culverts Millage Intergovernmental	654,583	665,661	720,377	660,000	728,269	-
		22,653	6,435	-	-	-	-
	Total Revenue	677,236	672,096	720,377	660,000	728,269	-
Expenditures							
320 601 30025 00000	Professional	88,741	1,428	-	-	-	-
320 601 30025 52005	Professional Cherokee Lake Bridge	69,366	-	-	-	-	-
320 601 50885 52005	Lake Cherokee Bridge	677,582	-	-	-	-	-
320 601 30885 00000	Maintenance / Repair	52,802	62,365	56,168	620,000	80,000	-
320 601 50885 52006	Cap Bridge/Culvert - Crestwood Drive Bridge	-	-	-	900,000	-	-
320 601 50885 64071	Cap Bridge/Culvert - Alberts Road Bridge	-	-	-	-	1,000,000	-
320 601 50885 63078	Cap Bridge/Culvert - Tabor	-	49,223	-	-	-	-
	Total Expenditures	888,491	113,016	56,168	1,520,000	1,080,000	-
Other Financing Sources (Uses)							
320 095 171 70010	Transfer Out to the 010 General Fund (Conveyance of Allocation to Fund Balance)	-	-	-	-	735,500	-
	Total Other Financing Sources (Uses)	-	-	-	-	735,500	-
	Net Change in Fund Balance	(211,255)	559,080	664,209	(860,000)	(1,087,231)	-
	Beginning Fund Balance	5,090,213	4,878,958	5,438,038	6,102,247	5,242,247	4,155,016
	Ending Fund Balance	4,878,958	5,438,038	6,102,247	5,242,247	4,155,016	4,155,016

**Oconee County, South Carolina
Building Codes Department (702)
2026-2027 Budget**

Account Number	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	FY 2027 Departmental Request
10 702 10710 00000	Overtime	6,516	20,613	19,934	12,000	15,000	15,000
	Total Overtime	6,516	20,613	19,934	12,000	15,000	15,000
10 702 30025 00000	Professional	48,297	91,002	220,143	125,000	200,000	370,500
10 702 30056 00000	Data Processing	32,620	42,790	43,451	42,000	47,650	44,520
10 702 30059 00000	Copies	1,198	873	998	3,000	2,000	2,000
10 702 30068 00000	Advertising	-	395	-	-	-	-
10 702 30080 00000	Dues: Organizations	511	593	1,390	2,000	1,500	1,500
10 702 30084 00000	Staff Development	2,396	12,371	5,757	11,000	7,500	10,000
10 702 40027 00000	Safety Equipment	700	751	700	2,000	1,000	1,000
10 702 40031 00000	Small Equipment	4,838	180	9,520	2,000	1,500	1,500
10 702 40032 00000	Operational	1,701	2,179	3,908	3,500	3,000	3,000
10 702 40045 00000	IT Replacement	1,470	-	-	-	-	10,000
10 702 40065 00000	Uniforms/Clothing	2,431	1,822	1,960	3,500	2,000	2,000
10 702 80702 00000	Vehicle Maintenance	5,889	8,493	5,000	7,500	6,500	6,500
10 702 81702 00000	Gasoline	15,622	13,389	9,347	14,000	12,000	12,000
	Total Operational	117,673	174,838	302,174	215,500	284,650	464,520
	Total Overtime + Operational	124,189	195,451	322,108	227,500	299,650	479,520

*See attached

*CEU's due, code cycle change/code books

*Microsoft Surface for inspectors

Direct Revenue								FOR REFER.
		FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY2025 Actual
10 80 805 13700	Building Codes	1,458,453	1,703,103	1,486,879	1,750,000	1,716,000	1,900,000	1,976,400
10 80 805 13701	Building Codes Mobile Home Fees	23,590	22,890	25,340	25,000	25,000	24,000	20,980
10 80 805 13705	Building Codes Plan Review Fees	92,761	176,682	137,674	175,000	210,000	175,000	252,178
10 80 805 13706	Subdivision Plan Review Fees	4,750	13,635	16,315	25,000	54,000	75,000	101,150
10 80 805 13708	Code Books Revenue	325	1,200	1,345	1,000	1,300	500	1,065
10 80 805 60735	One Stop Recording Fees	6,425	6,000	6,925	7,000	7,000	5,000	6,325
	Departmental Total Direct Revenue	1,586,304	1,923,510	1,674,478	1,983,000	2,013,300	2,179,500	2,358,098

Positions						
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Total Full Time Employees	7	8	8	8	8	8

8

*Currently have 5, need 2 inspectors/1 office staff

*On numerous occasions, we have been told we only have 7 positions in our department?

Building Codes FY 26-27 Backup Material

1. RCI Contract 2017
2. RCI Contract 2023-Current
3. Breakdown/Ranges for Professional Account: calculations for requested amount
4. Building Codes Professional Account: Details of services provided, goals/solutions provided by department
5. Building Codes Data: Details on dollar amounts for department
6. Building Valuation Data Feb 2026: Will be adopted July 1 for FY 26-27
7. Building Valuation Data Feb 2025: Current cost per sq ft for permits FY 25-26
8. FY23-24: Permit fees collected by account, showing plan review collected vs amount paid to RCI
9. FY24-25: Permit fees collected by account, showing plan review collected vs amount paid to RCI
10. FY25-26: Permit fees collected by account, showing plan review collected vs amount paid to RCI
11. Oconee County Building Codes Department: Current deposit sheet, highlighted revenue accounts listed on FY 26-27 Budget Prep Spreadsheet
12. Oconee County Fee Schedule: Current FY 25-26 Fee Schedule being used by department for permit fees
13. Building Codes Vehicles: Current state/needs for vehicles for the department
14. Building Codes Office Staff: Current state/need for office employee for the department



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Consultant Agreement for Services

This Consultant Agreement for Services ("Agreement") dated as 7.26.17 (the "Effective Date"), is made by and between Oconee County, whose address is 415 South Pine Street, Walhalla, South Carolina 29691 ("Client") and RCI of South Carolina, Inc., ("Consultant"), whose address is 477 Phillips Circle, Pacolet South Carolina 29372; and shall be effective until July 30, 2021(the "Effective Term"). The Effective Term of this Agreement may be extended via mutual written consent.

1.0 Scope of Services

- 1.1 Consultant, through and by its officers, employees and subcontractors, is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, the following scope of services: All Client requested (1) commercial and residential plan review and (2) commercial and residential inspections in accordance with the local adopting ordinance of Oconee County. Consultant's services will be performed in accordance with the terms and conditions set forth in this Agreement. Consultant's services will be performed in compliance with South Carolina Building Codes Council regulations along with other local and state regulatory agencies. Consultant shall have no obligation to provide any services relating to the International Property Maintenance Code.
- 1.2 Consultant further agrees to place the public's welfare above all other interests and recognizes that the chief function of the government is to serve the best interests of all the people. However, no third party beneficiaries are intended by this Agreement.
- 1.3 Client agrees to cooperate with Consultant and provide the support necessary for Consultant to perform the services required under this Agreement.

2.0 Compensation & Payment Terms

2.1 Client will compensate Consultant as follows: (1) Forty percent (40%) of all calculated fees for requested commercial plan review¹; (2) Forty percent (40%) of all calculated fees for requested residential plan review²; and (3) Forty-Five Dollars (\$45.00) per hour plus actual mileage³ (at the IRS Standard Mileage Rate) per requested commercial and residential inspection.

US *

On or before the second business day of the month, Client will transmit a report to Consultant via electronic mail detailing all calculated fees for requested commercial and residential plan reviews during the prior month.

2.2 Consultant will submit invoices to the Client monthly, and Client agrees to pay Consultant's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the greater of 1.5% per month or the allowable legal rate, including attorney's fees and expenses if Consultant's fee is collected through an attorney. Client acknowledges the duty to pay the consultant as agreed and Consultant reserves the right to suspend services if payments are not paid as noted above.

¹ In the absence of Client charging a specific plan review fee to a specific applicant, Client will compensate Consultant at the rate of Twenty percent (20%) of the commercial permit fee.

² In the absence of Client charging a specific plan review fee to a specific applicant, Client will compensate Consultant at the rate of Twenty percent (20%) of the residential permit fee.

³ In an effort to reduce Client's mileage expense under the Agreement, Consultant agrees to endeavor to perform commercial and residential inspections utilizing inspectors located in or near the Tri-County area. However, in the event of an emergency situation or if non-local inspectors are unavailable, Consultant reserves the right to perform inspections utilizing non-local inspectors. Time and mileage calculations will be based solely on time spent and distance travelled as directly related to the subject inspection.



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3.0 Client Disclosure

- 3.1 Client agrees to advise Consultant upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near any site where Consultant will be performing services that presents a potential danger to human health, the environment, or Consultant's equipment. Client agrees to provide Consultant continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, Consultant does not assume control of or responsibility as an operator or otherwise for the sites or the person(s) in charge of the sites, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the sites that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

4.0 Entire Agreement

- 4.1 This Agreement, any attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- 4.2 Client and Consultant must mutually acknowledge in writing any change to this Agreement in order for such change to be effective.

5.0 Standard of Care and Limitations

- 5.1 Consultant represents that it is a specialist in the type of services to be provided under this Agreement and that it will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locality at the time of service. Consultant warrants that all services performed hereunder shall comply with all requirements of applicable federal, state, or local laws, ordinances, codes, and regulations, and applicable standards.
- 5.2 **ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER ARE HEREBY DISCLAIMED. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT AGREES THAT NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.**
- 5.3 Nothing in this agreement or in the services provided by Consultant is intended to create, nor shall it be construed to create a fiduciary relationship owed by either party to one another.

6.0 Changes in Scope and Compensation

- 6.1 Client and Consultant shall have the right to make changes to the Scope of Services and Compensation, upon mutual acknowledgement and accepted by both parties. Any such changes will be memorialized in a written instrument and signed by both parties.

7.0 Dispute Resolution

- 7.1 The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. The cost of mediation will be borne equally by the parties; provided, however that each party shall be responsible for its own attorney's fees and costs. In the event that a claim results in litigation, then the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable legal fees and expenses associated with such litigation.
- 7.2 **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**



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8.0 Insurance

- 8.1 Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance:**
- 8.1.1 Commercial General Liability Insurance with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate.**
 - 8.1.2 Workers' Compensation providing statutory coverages required by the state where services are provided limit is \$500,000 each occurrence.**
 - 8.1.3 Professional Liability Insurance covering negligent acts, errors, and omissions limit is \$1,000,000 each occurrence.**
 - 8.1.4 Automobile Liability Insurance with limits of \$1,000,000 each occurrence.**
- 8.2 Upon receipt of written request from Client, Consultant shall have Client named as an additional insured under the General Liability and Automobile Liability policies on a primary and non-contributory basis.**
- 8.3 CLIENT AND CONSULTANT MUTUALLY AGREE THAT NEITHER THE PARTIES NOR THEIR MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR SUBCONTRACTORS SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE. THE LIMITATIONS SET OUT HEREIN SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

9.0 Indemnification

- 9.1 Consultant will hold the Client harmless and indemnify the Client, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the performance of the services described or referred to in the Agreement, but only to the extent caused by the negligent or intentional acts or omissions of the Consultant, or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.**

10.0 Safety

- 10.1 Consultant will be responsible for all matters relating to the health and safety of its personnel and protection of its equipment in performance of Scope of Services.**
- 10.2 Consultant will take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to, all persons and property that may be affected by the Scope of Services.**

11.0 Force Majeure

- 11.1 Any failure of performance under this Agreement shall not constitute breach if said failure of performance is due to an event or events beyond the reasonable control of the Parties or either of them; such events of force majeure shall include, but not be limited to, acts of God, natural disasters, actual or threatened war, armed conflict, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure.**
- 11.2 If an event of force majeure occurs, Consultant shall notify Client, identify the event of force majeure and specify the anticipated time when the Work can be continued. Timely notification of an event of force majeure shall extend the completion date of this Agreement for a time equal to the continuation of the force majeure plus any reasonable time necessary to resume Work. Client agrees to pay Consultant for all reasonable costs incurred associated with labor and equipment, including subcontractor services, necessary to resume Work.**

12.0 Governing Law and Severability

- 12.1 The laws of the State of South Carolina will govern the validity of these terms, their interpretation and performance, and will be used to adjudicate disputes that cannot be settled by mediation. The parties agree that any suit, action, or**



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proceeding arising out of or based upon this Agreement may be instituted only and exclusively in the South Carolina Circuit Courts.

- 12.2 In the event that any provision of this Agreement is found to be invalid or unenforceable under law, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

13.0 Non-Exclusivity

- 13.1 Client acknowledges and agrees that the relationship with Consultant is non-exclusive and Consultant may represent, perform services for, and contract with, as many additional clients, persons or companies as Consultant in Consultant's sole discretion sees fit. Notwithstanding the foregoing, as Client is materially relying on Consultant to perform the services outlined herein, Consultant will make every reasonable effort to provide said services in a timely manner.

14.0 Termination/Suspension

- 14.1 Termination by the Client for Cause. If the Consultant persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including any commercially reasonable procedural, or other, directive of Client, or is guilty of any other material breach of a provision of the Agreement, the Client may, without prejudice to any other rights or remedies of the Client, provide written notice of termination of the Agreement and subsequently terminate the Agreement seven (7) days after said written notice.

14.2 Suspension and Termination by the Consultant for Cause.

- a. If the Client fails to make payment to Consultant within sixty (60) days from the Client's receipt of invoice, the Consultant may, without prejudice to any other rights or remedies of the Consultant, suspend all services under this Agreement until such time as Client makes all payments required under this Agreement.
- b. If the Client fails to make payment to Consultant within ninety (90) days from the Client's receipt of invoice, the Consultant may, without prejudice to any other rights or remedies of the Consultant, provide written notice of termination of the Agreement and subsequently terminate the Agreement seven (7) days after said written notice. In the event of such termination, Consultant shall be entitled to recover from client payment pursuant to Article 2.0 above.

- 14.3 Suspension by the Client for Convenience. The Client may, without cause, order the Consultant in writing to suspend, delay or interrupt its work in whole or in part for a period of time not to exceed 30 days.

- 14.4 Termination by the Client for Non-Appropriation. The Consultant hereto agrees that payments due from the Client, as required under the terms of the Agreement, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the Client may terminate the Agreement in whole or in part without further obligation to the Consultant.

14.5 Termination by the Client for Convenience.

- 14.5.1 The Client may, at any time, terminate the Agreement for the Client's convenience and without cause by giving at least ninety (90) days' prior written notice to Consultant.

- 14.5.2 Upon the effective date for termination for the Client's convenience, the Consultant shall:

- a. cease operations as directed by the Client in the notice;
- b. take actions necessary, or that the Client may direct, for the protection and preservation of the Consultant's work; and
- c. in case of such termination for the Client's convenience, the Consultant shall be entitled to receive payment for documented work already executed, and costs incurred, as of the effective date of the termination for the Client's convenience.



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14.6 Obligations Upon Expiration or Earlier Termination. Upon the expiration or earlier termination of this Agreement, the Consultant shall promptly:

- a. Upon request by the Client, deliver to the Client or such other person as the Client shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Agreement. Nothing in this Agreement shall require Consultant to deliver to the Client any materials, supplies or equipment that were purchased by Client. Moreover, Consultant has the right to maintain copies of all materials that are necessary for Consultant to comply with the laws and regulations that are applicable to Consultant's business.
- b. Cooperate in providing reasonable, non-commercially sensitive, information, should the Client subsequently contract with a new company for continuation of the Work.
- c. Furnish reasonable, non-commercially sensitive, information, take all such other action, and cooperate with the Client as the Client shall reasonably require to effectuate an orderly and systematic termination of the Consultant's services, duties, obligations and activities hereunder.
- d. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Consultant as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Consultant. Such report shall be furnished no later than thirty (30) calendar days after the date of expiration or termination.

15.0 Conflict of Interest

- 15.1 Consultant covenants that it has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. Consultant warrants that no part of the total contract provided herein shall be paid directly or indirectly to any officer, agent, employee, subcontractor, or consultant to Client in connection with any work contemplated or performed relative to this Agreement.

16.0 Licensing

- 16.1 The Consultant shall meet any and all federal, state, and local licensing and/or regulatory requirements applicable to the provision of services as described herein whether specifically mentioned or not. The Consultant shall be responsible for any and all costs associated with licensing and/or permits that may be required in conjunction with this Agreement.

17.0 Miscellaneous

- 17.1 A party's failure at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of this Agreement shall not affect or impair the right of that party at any time to enforce the terms and conditions or to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.
- 17.2 The rights and remedies of the parties contained in this Agreement shall be cumulative and the exercise of any one or more of the remedies contained herein shall not, except as otherwise provide in this Agreement, limit any party in the exercise of any other remedy that may be available to such party under this Agreement or at law or equity.
- 17.3 All provisions of this Agreement related to assignment, dispute resolution, indemnification, insurance, ownership and use of documents, or otherwise allocating responsibility or liability between the parties, shall survive the completion of the Services hereunder and the termination of this Agreement for any reason and shall remain enforceable between the parties.
- 17.3 All documents, photographs, inspection records, and other materials related to performance of the Scope of Services will be provided to the Client.
- 17.4 This Agreement may not be assigned by either party without the prior written permission of the other.



Code Consulting for a Safer Tomorrow

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement, and acknowledge the same by their signatures below.

Client

Consultant

By: [Signature]

By: Brian L. Blackwell

Print Name: T. Scott Maulder

Print Name: Brian L. Blackwell

Title: County Administrator

Title: CEO

Date: 7/26/17

Date: 7/24/17



A G E N D A

OCONEE COUNTY COUNCIL MEETING

July 18, 2017

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- June 13, 2017 Special Meeting
- June 20, 2017 Regular Meeting

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2017-09 "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-14 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-16 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR-OAK YOUTH CENTER, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO."

Third Reading of the Following Ordinances

Ordinance 2017-09 [see caption above]

Ordinance 2017-14 [see caption above]

Ordinance 2017-16 [see caption above]

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

Second Reading of the Following Ordinances

First Reading of the Following Ordinances

Ordinance 2017-18 [TITLE ONLY] "AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDED AND RESTATED FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND AN ENTITY KNOWN FOR THE TIME BEING AS "PROJECT MAXWELL," WHEREBY OCONEE COUNTY WILL ENTER INTO A SECOND AMENDED AND RESTATED FEE-IN-LIEU OF TAX ARRANGEMENT WITH PROJECT MAXWELL AND PROVIDING FOR PAYMENT BY PROJECT MAXWELL OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO."

Ordinance 2017-19 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS "PROJECT EXODUS" OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO."

First & Final Reading for the Following Resolutions

Resolution 2017-11 "A RESOLUTION AUTHORIZING THE CONSTRUCTION OF A SPECULATIVE BUILDING IN THE GOLDEN CORNER COMMERCE PARK AND USE OF THE SANTEE COOPER ECONOMIC DEVELOPMENT LOAN PROGRAM FOR SUCH PURPOSES; AND OTHER MATTERS RELATED THERETO."

Discussion Regarding Action Items

Removal & Recycling of Scrap Tires / Department: Solid Waste / Amount: \$75,000.00

Budget: \$75,000

Project Cost: \$75,000

Balance: 0

Oconee County Solid Waste accepts tires from County residents and businesses to be recycled. County residents can leave up to four passenger size tires at the convenience centers. All tires from businesses and larger size tires are accepted at the Solid Waste Complex. Tires are loaded into trailers provided by the tire recycler and the tire recycler comes and picks up the trailers of tires and transports them to their recycling plant.

Village Creek Sub-Station **Department: Emergency Services** **Amount: \$142,670.32**
Budget: \$190,000 Project Cost: \$142,670.32 Balance: \$47,329.68

It is the staff's recommendation that Council [1] approve the award of \$142,670.32 (includes 10% contingency of \$12,970.03) to J. Davis Construction of Westminster, SC, to construct the Village Creek Sub-Station and [2] authorize the County Administrator to sign contract documents and to approve Change Orders within the contingency amount.

Approval of design materials prepared for the Oconee Workforce Development Center (Phase 1) Tri-County Technical College Academic Building at Oconee Industry & Technology Park

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]
Building Codes Appeal Board..... 1 At Large Seat
Conservation Bank Board.....District II

Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required] [None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required]

Council Committee Reports

Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....[07/11/2017]
Transportation / Mr. Hart.....[07/11/2017]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] to receive legal advice regarding a contract with RCI Services to provide plan review and inspection services on an as needed basis.

Discussion Regarding Action Items

Inspection Services / Department: Community Development / Amount: TBD

It is the staff's recommendation that Council approve the use of RCI of South Carolina, Inc., of Pacolet, SC, for plan review and commercial inspections on an as needed basis.

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.



MINUTES
OCONEE COUNTY COUNCIL MEETING
Regular Meeting
July 18, 2017

MEMBERS, OCONEE COUNTY COUNCIL
Mr. Paul Cain, District III
Mr. Wayne McCall, District II
Ms. Edda Cammick, Chairwoman, District I
Mr. Julian Davis III, Vice Chair, District IV
Mr. Glenn Hart, Chair Pro Tem, District V

Oconee County Council met at 6:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members [except Ms. Cammick], County Administrator Scott Moulder, County Attorney David Root and Katie D. Smith, Clerk to Council present.

Press: Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda were posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and the County Council website [www.oconeese.com/council]. In addition it was made available [upon request] to the newspapers, radio stations, television stations and concerned citizens.

Members of the press present: Stephen Bradley / Daily Journal & Dick Mangrum / WGOG.

Ms. Cammick was not able to attend the meeting; therefore, Mr. Davis, Vice Chair, conducted the meeting.

Call to Order

Mr. Davis called the meeting to order at 6:00 p.m.

Public Comment Session

Ms. Amy Hart Gantt, builder with Tiger Hart Construction and realtor with First Choice Realty, addressed Council regarding the Willow Creek Subdivision. She noted on the tax map the subdivision is still named Poplar Ridge.

Per Mr. Davis' request, Mr. Moulder noted he has not met with Ms. Gantt, but has met with the previous developer and the bank several years ago. At that time, it was determined that the roads did not meet the County specifications of the Ordinance then or now. The County had offered to pay a third of the costs to assist with bringing the roads up to the county standards in order to be accepted into the county system and also have the road department complete some of the work to mitigate some of the cost to relocate the road. At that time, the bank, who owned the property, was not willing to put forth the money to modify the roads to bring them up to County standards. Discussion continued.

County Council Response to Public Comment

None at this meeting.

Moment of Silence

Mr. Davis asked for a moment of silence prior the Invocation by the County Chaplain.

Invocation by County Council Chaplain:

Mr. Root, County Council Chaplain, gave the invocation.

Pledge of Allegiance:

Mr. Cain led the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes:

Mr. Cain made a motion, seconded by Mr. Hart, approved 4 – 0, to approve the June 13, 2017 Special Meeting minutes as presented.

Mr. Cain made a motion, seconded by Mr. Hart, approved 4 – 0, to approve the June 20, 2017 Regular Meeting minutes as presented.

Administrator's Report & Agenda Summary

Mr. Moulder briefly reviewed with Council and for the public's benefit specifics related to the following matters before Council at this meeting:

- Public Hearing of Ordinance: 2017-09, 2017-14, 2017-16
- Third Reading of Ordinance: 2017-09, 2017-14, 2017-16
- Second Reading of Ordinance
- First Reading of Ordinance: 2017-18, 2017-19
- First & Final Reading of Resolution: R2017-11
- Discussion Regarding Action Items
- Board/Commission Appointments
- Council Committee reports

Public Hearings for the Following Ordinances

Ordinance 2017-09 "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY; AND OTHER MATTERS RELATED THERETO."

Mr. Davis opened the floor for any citizen wishing to address Council regarding this ordinance and asked if any citizen. No citizen addressed Council.

Mr. Davis asked if any citizens wished to submit written comments regarding this ordinance; no citizen presented any written comments for the record.

Mr. Davis closed the Public Hearing regarding Ordinance 2017-09.

Ordinance 2017-14 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THERETO."

Mr. Davis opened the floor for any citizen wishing to address Council regarding this ordinance and asked if any citizen. No citizen addressed Council.

Mr. Davis asked if any citizens wished to submit written comments regarding this ordinance; no citizen presented any written comments for the record.

Mr. Davis closed the Public Hearing regarding **Ordinance 2017-14**.

Ordinance 2017-16 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR-OAK YOUTH CENTER, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO."

Mr. Davis opened the floor for any citizen wishing to address Council regarding this ordinance and asked if any citizen. No citizen addressed Council.

Mr. Davis asked if any citizens wished to submit written comments regarding this ordinance; no citizen presented any written comments for the record.

Mr. Davis closed the Public Hearing regarding **Ordinance 2017-16**.

Third Reading of the Following Ordinances **Ordinance 2017-09 [Captioned above]**

Mr. Cain made a motion, seconded by Mr. Hart, approved 4 – 0, to approve **Ordinance 2017-09** on third & final reading.

Ordinance 2017-14 [Captioned above]

Mr. Cain made a motion, seconded by Mr. Hart, to approve **Ordinance 2017-14** on third & final reading.

Mr. McCall noted he had concerns with Tri-County Technical College meeting the needs of the industry. Discussion continued.

Regarding the previous motion made by Mr. Cain, seconded by Mr. Hart, it was approved 4 – 0, to approve **Ordinance 2017-14** on third & final reading.

Ordinance 2017-16 [Captioned above]

Mr. Cain made a motion, seconded by Mr. Hart, approved 4 – 0, to approve **Ordinance 2017-16** on third & final reading.

Second Reading of the Following Ordinances

First Reading of the Following Ordinances

Ordinance 2017-18 [TITLE ONLY] "AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDED AND RESTATED FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND AN ENTITY KNOWN FOR THE TIME BEING AS "PROJECT MAXWELL," WHEREBY OCONEE COUNTY WILL ENTER INTO A SECOND AMENDED AND RESTATED FEE-IN-LIEU OF TAX ARRANGEMENT WITH PROJECT MAXWELL AND PROVIDING FOR PAYMENT BY PROJECT MAXWELL OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO. "

Mr. Cain made a motion, seconded by Mr. Hart, approved 4 – 0, to approve **Ordinance 2017-18** on first reading.

Ordinance 2017-19 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS "PROJECT EXODUS" OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO."

Mr. Cain made a motion, seconded by Mr. Hart, to approve **Ordinance 2017-19** on first reading.

Mr. Moulder noted that Project Exodus is not one of Oconee County's projects but one of Pickens County. Multi-county industrial parks require multi counties to approve an ordinance and Oconee County will receive one percent of the revenue generated from this particular industry.

Regarding the previous motion made by Mr. Cain, seconded by Mr. Hart, it was approved 4 – 0, to approve **Ordinance 2017-19** on first reading.

First & Final Reading for the Following Resolutions

Resolution 2017-11 "A RESOLUTION AUTHORIZING THE CONSTRUCTION OF A SPECULATIVE BUILDING IN THE GOLDEN CORNER COMMERCE PARK AND USE OF THE SANTEE COOPER ECONOMIC DEVELOPMENT LOAN PROGRAM FOR SUCH PURPOSES; AND OTHER MATTERS RELATED THERETO."

Mr. Cain made a motion, seconded by Mr. Hart, approved 4 – 0, to approve **Resolution 2017-11** on first & final reading.

Discussion Regarding Action Items

Removal & Recycling of Scrap Tires / Department: Solid Waste / Amount: \$75,000.00

Budget: \$75,000

Project Cost: \$75,000

Balance: 0

Oconee County Solid Waste accepts tires from County residents and businesses to be recycled. County residents can leave up to four passenger size tires at the convenience centers. All tires from businesses and larger size tires are accepted at the Solid Waste Complex. Tires are loaded into trailers provided by the tire recycler and the tire recycler comes and picks up the trailers of tires and transports them to their recycling plant.

It is the staff's recommendation that Council [1] approve the award of ITB 16-18 to Ridge Recyclers of Johnston, SC in the not to exceed amount of \$75,000 annually and [2] authorize the County Administrator to approve the renewal of this contract for up to four additional one-year periods, provided the amount does not exceed the amount budgeted annually for these services.

Mr. Cain made a motion, seconded by Mr. Hart, to approve the removal & recycling of scrap tires in the amount of \$75,000.

A question arose from Council as to where the tires are taken to. Mr. Moulder noted the tires are taken to a recycling center where they are processed for multiple purposes. Mr. Swain Still addressed Council and noted several different uses for the recycle tires to include: rubber mulch used on playgrounds, shingles, etc. Discussion continued.

Mr. McCall thanked and congratulated Mr. Still and his entire staff for their hard work at the convenience centers.

Mr. Moulder noted there has been a 50% increase in recycling over the last two years as a result of the programs that Mr. Still and his staff have put into place and the work of the convenience center employees.

Regarding the previous motion made by Mr. Cain, seconded by Mr. Hart, it was approved 4 – 0, to approve [1] the award of ITB 16-18 to Ridge Recyclers of Johnston, SC in the not to exceed amount of \$75,000 annually and [2] authorize the County Administrator to approve the renewal of this contract for up to four additional one-year periods, provided the amount does not exceed the amount budgeted annually for these services.

Village Creek Sub-Station

Department: Emergency Services Amount: \$142,670.32

Budget: \$190,000

Project Cost: \$142,670.32

Balance: \$47,329.68

Under the County Administrator's Fire Plan, the construction of two substations was included for Fiscal Year 2011-2012; Foxwood Hills and Long Creek, Fiscal Year 2012-2013; Keowee Falls (Cliff's) and Cheohee Valley, Fiscal Year 2013-2014; Shiloh and Whetstone, Fiscal Year 2015-2016 Bountyland and Village Creek.

It is the staff's recommendation that Council [1] approve the award of \$142,670.32 (includes 10% contingency of \$12,970.03) to J. Davis Construction of Westminster, SC, to construct the Village Creek Sub-Station and [2] authorize the County Administrator to sign contract documents and to approve Change Orders within the contingency amount.

Mr. Cain made a motion, seconded by Mr. Hart to approve the Village Creek Sub Station construction.

Discussion to include the following:

- Project was to be at a later date?
- Reduce the cost as much as possible
- Building has been reduced in size
- Bountyland will be the last substation needed
- Fire improvement plan that was approved by Council in 2010 which included a substation plan of eight total substations to be constructed in the county
- Substation will include 2 bays and a restroom

Regarding the previous motion made by Mr. Cain, seconded by Mr. Hart, it was approved 4 – 0, to approve [1] approve the award of \$142,670.32 (includes 10% contingency of \$12,970.03) to J. Davis Construction of Westminster, SC, to construct the Village Creek Sub-Station and [2] authorize the County Administrator to sign contract documents and to approve Change Orders within the contingency amount.

Approval of design materials prepared for the Oconee Workforce Development Center (Phase 1) Tri-County Technical College Academic Building at Oconee Industry & Technology Park

Mr. Hart made a motion, seconded by Mr. Cain, approved 4 – 0, to authorize the County Administrator to approve the design materials as long as there is substantial conformity with the materials prepared for the Oconee Workforce Development Center (Phase 1) Tri-County Technical College Academic Building at Oconee Industry & Technology Park.

Board & Commission Appointments

Building Codes Appeal Board

No nominations were made.

Conservation Bank Board

No nominations were made.

Old / Unfinished Business:

None at this meeting.

New Business:

None at this meeting.

Council Committee Reports:

Mr. McCall read from a prepared statement [copy filed with these minutes] outlining the discussion held at the July 11, 2017 Law Enforcement, Public Safety, Health & Welfare Committee meeting.

Mr. Hart read from a prepared statement [copy filed with these minutes] outlining the discussion held at the July 11, 2017 Transportation Committee meeting.

Executive Session:

Mr. Cain made a motion, seconded by Mr. Hart, approved 4 – 0 to enter into Executive Session for the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] to receive legal advice regarding a contract with RCI Services to provide plan review and inspection services on an as needed basis.

Council entered Executive Session at 6:52 p.m.

Council returned from Executive Session at 7:13 p.m. on a motion made by Mr. Cain, seconded by Mr. Hart, approved 4 – 0.

Mr. Davis stated that no action was taken in Executive Session.

Discussion Regarding Action Items

Inspection Services / Department: Community Development / Amount: TBD

It is the staff's recommendation that Council approve the use of RCI of South Carolina, Inc., of Pacolet, SC, for plan review and commercial inspections on an as needed basis.

Mr. Cain made a motion, seconded by Mr. Hart, approved 4 – 0, to authorize Administration to approve the use of RCI of South Carolina, Inc., of Pacolet, SC, for plan review and commercial inspections on an as needed basis.

Mr. Davis made a motion, seconded by Mr. Hart, approved 5 – 0, to direct the County Administrator to investigate departmental reconfiguration as discussed.

Adjourn

Mr. Cain made a motion, approved unanimously 4 – 0, to adjourn at 7:41 p.m. .

Respectfully Submitted:

Katie D. Smith
Clerk to Council

PROFESSIONAL SERVICES AGREEMENT
RFP 22-03 Third Party Building Official and Commercial Plan Review Services for Oconee County Building Codes

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") has been made and entered into this 23rd day of June, 2023, by and between Oconee County, South Carolina (the "County"), and RCI of SC, Inc. ("Company").

WHEREAS, the County issued a Request for Proposals (the "RFP"), advertised on April 13 and 14, 2023, for a company to provide services; and,

WHEREAS, the Company appears to have complied with all requirements set forth in the RFP and was the apparent successful proposer; and,

WHEREAS, the County desires to allow the Company, a legal entity properly authorized to do business under the laws of the State of South Carolina, to provide the services sought by the RFP; and,

WHEREAS, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Performance by Company.

The Company shall fully perform and execute all of the work necessary to complete the services for the County, in the manner requested by the County, as outlined in the RFP, the proposal of the Company, and in accordance with the specifications attached hereto as **Exhibit A** (the "Scope of Services") and hereby incorporated herein by reference (the "Work").

2. General Conditions.

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and hereby incorporated herein by reference (the "General Conditions").

3. Contract Documents.

The General Conditions, Special Conditions, the RFP, the proposal of the Company, this Agreement, the Specifications, and all exhibits, shall collectively constitute the "Contract Documents."

4. Commencement and Term of Agreement.

a. Term of Agreement.

The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2023 and terminating on June 30, 2024. The County shall have separate options to extend the initial term for four (4) consecutive one (1) year terms on the same terms and conditions contained herein. The option to extend may only be exercised by the County, in its sole discretion, by giving written notice thereof to Company at least sixty (60) days prior to the expiration of the initial or then current term of this Agreement, as the case may be.

Investigation by Company Prior to Submission of Proposal.

The Company represents that it has analyzed the Contract Documents and investigated the conditions for the Work, all to the Company's satisfaction, prior to submitting its proposal and any delays or damages caused by terms or adverse conditions which were capable of being identified prior to the submission of the Company's proposal shall be at the sole risk of the Company.

5. Payment by County.

a. Special Services. The following rates for labor and expenses shall be applicable. The hourly rates shown include salaries, payroll costs, overhead and profit. Please see **Exhibit C** for RCI of SC, Inc. Fee Schedule.

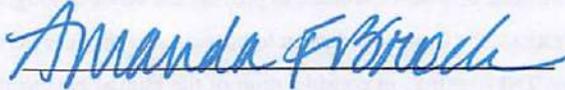
6. **Authority to Act.**

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in good standing in the State of South Carolina and that Brian L. Blackwell, whose title is CEO, is authorized to act for and bind the entity to this Agreement.

IN WITNESS OF THIS AGREEMENT, The Company and the County have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By:



Print Name: Amanda F. Brock

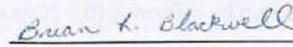
Title: County Administrator

COMPANY

RCI of South Carolina, Inc

(Name of Corporation or Entity)

By:



Print Name: Brian L. Blackwell

Title: CEO

EXHIBIT A

SCOPE OF SERVICES

1. In General

The Company agrees:

- a. To deliver high quality professional services that can be audited against established standards.
- b. To deliver professional services in a cost-effective manner with reporting and accountability to the County.
- c. To provide professional services at full staffing using only licensed, certified and professionally trained personnel.
- d. To maintain an open and cooperative relationship with the administration and staff of the County.
- e. To maintain complete and accurate records.

2. Services to be Provided by Company:

Oconee County, SC is seeking a qualified third party firm for building department services to provide a full range of internal/external services that are inclusive, but not limited to the following: Serve as the Chief Building Official, conduct plan review for commercial permits, building, plumbing, electrical and mechanical inspection; plans examination, and other support services typically required by a certified building department.

Upon request by Oconee County, the Firm shall review all documents which consist of plans, specifications and engineering data for commercial building applications, to determine whether the items comply with all applicable ordinance and state building code; in addition, all local codes and regulations required by Oconee County. Reviews are electronic and all approvals / resubmittals shall be processed within CitizenServe and all required documentation shall be uploaded to the portal.

The Firm shall issue a review, detailing all the discrepancies within the plans, for each set of plans reviewed.

- Oconee County will determine which plans are to be reviewed by the Firm and they will be listed in the review route within CitizenServe.
- The County will intake, track and process the permit applications and all revisions per current building and permit administration processes.

The Firm will complete the review of the plans, whether base plans or custom plans, and will have either approved the plans and notified the County of approval or contacted the applicant and the County electronically with a list of correction requirements within the approximate time frames listed below:

- 7 calendar days for the review, after application is approved by the County within CitizenServe.
- Resubmittals shall be completed within 7 calendar days after notification is received from the County.

The Firm will review any revisions or additional information and with either approve, with the codes(s) against which it was checked, and notify the County of its approval, or if the drawings are still not complete, contact the applicant and County with additional revision requests within the time frames specified above. All correspondence shall be completed within CitizenServe.

If the awarded firm's engineers, contractors, etc. submit engineered plans for a project, this firm shall not conduct plan review and/or inspection services for said project. Awarded firm shall not complete third party inspection services for contractors for projects submitted to Oconee County for plan review and/or inspection services.

A. Building Official

The awarded Firm shall serve as the Building Official for Oconee County. The awarded firm shall review and sign all Certificate of Occupancy (C.O.) and Certificate of Completion (C.C.) issued by Oconee County.

B. Plan Review

- a. Perform the plan review function related to building construction;
- b. Accept and perform plan review electronically
- c. Work with the applicant on submittal requirements in order to ensure an efficient and effect permitting process;
- d. Review and examine all commercial projects including drawings, specifications, computations, and additional data to determine if plans conform to the required strengths, stresses, strains, loads, and stability of adopted building codes, applicable local amendments, and all other pertinent laws and ordinances;
- e. Provide timely feedback to County staff in order to keep the plan review process on task and on schedule;
- f. Review all revisions and be available for consultation after review is completed;

C. Inspections, as needed

- a. Facilitate all building related inspection requests
- b. Administer inspections of commercial and mixed-use buildings to determine compliance or lack thereof;
- c. Perform all inspections as per adopted building codes and local amendments;
- d. Issue stop-work notices as needed;
- e. Perform inspections using best practices related to the inspection, resulting, and reporting process

These services shall be provided on an as-needed basis, at the request of the County.

The County reserves the right to utilize any, none or all of the inspectors or plan examiners from the successful proposer.

Required Qualifications:

A. Building Official

The awarded Firm shall be, at a minimum, a Registered Building Official with the State of South Carolina Building Codes Council. A copy of each certification shall be submitted along with your RFP submittal.

B. Plan Review Services

Selected consultant shall have a minimum of five (5) years of experience performing plan review services and shall be, or have on staff, and International Code Council (ICC) Certified Building Plans Examiner and be International Code Council (ICC) Certified in the State of South Carolina's currently adopted International Codes and National Electrical Code. The selected consultant shall also be, or have on staff, a registered professional engineer in the State of South Carolina for structural engineering and be a certified South Carolina Fire Inspector/Fire Codes Specialist.

C. Inspection Services

Selected consultant shall have a minimum of five (5) years of experience and expertise in performing code inspection services, shall have a valid driver's license, a valid State of South Carolina "Combination Inspector" license, and be International Code Council (ICC) Certified in the State of South Carolina's currently adopted International Codes and National Electrical Code.

Compensation:

A. Building Official

Firm shall provide pricing breakdown of charges purposed for Building Official compensation.

B. Plan Review Services

Compensation for plan review services will be a percentage of the plan review fee, charged to the applicant, as determined by Oconee County. Firm shall provide compensation percentage of said fee.

Occasionally, applicants will submit plans for review, but will not take additional action to obtain the permit; thus leaving the application inactive. Provide compensation for Plan Review Services on plans that are reviewed, but no further/additional action is taken by the applicant; therefore, permit is not approved or issued.

C. Inspection Services

Provide compensation for Inspection Services as cost per hour plus mileage (based on current IRS mileage rate – currently \$0.625 per mile). Firm shall provide starting location. State home office or business location. Awarded firm shall submit mileage log with invoice.

Miscellaneous Requirements:

All inspectors shall be required to provide the following items at the cost of the successful proposer, but not limited to:

- Dress appropriately when on County Property
- Cellular or landline telephone
- Computer access to electronic documents via word and CitizenServe
- CitizenServe Software
- Any other software and/or licenses required to perform the Scope of Work

3. Other Matters

- a. In addition to any meetings set forth in the Contract Documents, the Company shall regularly meet with County-designated personnel or representatives as deemed necessary by the County.
- b. The Company shall provide all services described herein in accordance with all appropriate state and federal laws and regulations.
- c. The Company shall safeguard any confidential information received as a result of or pursuant to the Contract Documents to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the County. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in any applicable federal or South Carolina state law.

EXHIBIT B

GENERAL CONDITIONS

1. **County's Right to Stop the Work.** If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Company or any other person or entity.

2. **County's Right to Carry Out the Work.** If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the County.

3. **Supervision.** The Company shall supervise and direct the Work, using the Company's best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the County for acts and omissions of the Company's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

4. **Labor and Materials.**

4.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.

4.2. The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the County. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The County shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The County shall not unreasonably withhold approval of staff changes.

Position Title	Name of Individual
CBO,MCP,CEO	Brian L. Blackwell

4.3. The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

4. **Warranty.** The Company warrants to the County that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the County that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not

conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the County is relying upon the Company's skill and experience in connection with the Work.

5. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the County. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of South Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

6. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

7. Permits, Fees and Notices.

7.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.

7.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

7.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8. Limitation on Liability, Release, and Indemnification.

8.1. The Company hereby releases the County from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

8.2. The Company will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

8.3. Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

8.4. Any approval or payment by the County shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.

8.5. All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of the Contract Documents.

9. Enforcement. The Company agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

10. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the County. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the County for any purpose.

11. Subcontractual Relations.

11.1. Company will not subcontract work or services under the Contract Documents without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void.

11.2. If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the County the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The County has the right to reject access to or use of any Subcontractor which the County considers unable or unsuitable to satisfactorily perform its duties.

11.3. Company agrees it shall be as fully responsible to the County for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the County's authorization of Company's agreement with Subcontractor, County's inspection of a Subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County.

11.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the County provided that: (a) assignment is effective only after termination of the Contract Documents by the County for cause and only for those subcontract agreements which the County accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

13. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

14. Termination by the County for Cause.

14.1. If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the County may, without prejudice to any other rights or remedies of the County, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Company, the County shall furnish to the Company a detailed accounting of the costs incurred by the County in finishing the Work.

14.2. When the County terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

14.3. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the County which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the County. This obligation of payment to the Company or County, as the case may be, shall survive termination of the Contract Documents.

15. Suspension by the County for Convenience. The County may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

16. Termination by the County for Non-Appropriation. The Company hereto agrees that payments due from the County, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the County may terminate the Contract Documents in whole or in part without further obligation to the Company.

17. Termination by the County for Convenience.

17.1. The County may, at any time, terminate the Contract Documents for the County's convenience and without cause.

17.2. Upon receipt of written notice from the County of such termination for the County's convenience, the Company shall:

17.2.1. cease operations as directed by the County in the notice;

17.2.2. take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

17.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

17.3. In case of such termination for the County's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

18. Obligations Upon Expiration or Earlier Termination.

18.1. Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

18.1.1. Upon request by the County, deliver to the County or such other person as the County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

18.1.2. Deliver to the County, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.

18.1.3. Cooperate in providing all information, should the County subsequently contract with a new company for continuation of the Work.

18.1.4. Furnish all such information, take all such other action, and cooperate with the County as the County shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

18.1.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

19. **Insurance.** The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

19.1. General Liability Insurance: Minimum Limits

- 19.1.1. General Aggregate Limit: \$1,000,000
- 19.1.2. Products & Completed Operations Limit: \$1,000,000
- 19.1.3. Each Occurrence Limit: \$1,000,000

19.2. Workers' Compensation and Employers' Liability Insurance:

- 19.2.1. Limits of Liability: Workers' Compensation - Statutory Limits.
Employers' Liability - Statutory Limits.
- 19.2.2. Other States' coverage and South Carolina endorsement.

19.3. Business Commercial Automobile Liability Insurance:

- 19.3.1. Coverage sufficient to cover all vehicles owned, used, or hired by Company, its agents, representatives, employees or subcontractors.
- 19.3.2. Combined Single Limit: \$1,000,000.00
- 19.3.3. Each Occurrence Limit: \$1,000,000.00
- 19.3.4. Medical Expense Limit \$5,000.00

19.4. Professional Liability Insurance:

Limit of Liability: \$1,000,000.00 per claim

- 19.5. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.
- 19.6. General Liability and Automobile Liability policies shall include the County as additional insured party thereunder; and all policies shall provide that at least thirty (30) days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage is reduced.
- 19.7. If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- 19.8. The County reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.
- 19.9. If the Company fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.
- 19.10. The Company shall furnish separate Certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

19.11. It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.

20. **No Waiver of Breach.** No failure by either the County or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

21. **Waivers and Amendments to the Contract Documents.** No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

22. **Mediation.**

22.1. If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.

22.2. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Walhalla, South Carolina, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22.3. The Company shall carry on the Work during all claims, disputes or disagreements with the County. No Work shall be delayed or postponed by the Company pending resolution of any claims, disputes or disagreements, except as authorized, in writing, by the County.

23. **No Liens.** South Carolina law provides that no lien may be attached to public property.

24. **Notice to Company and the County.** Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:

Oconee County
415 S. Pine Street
Walhalla, SC 29691
Attn: Procurement Director

If to Company, addressed to:

RCI of South Carolina
Inc 477PhillipsCircle
PacoletSC 29372
Attn: Brian Blackwell

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

25. **Compliance with the Immigration Reform and Control Act.** The Company shall, at all times during the term of the Agreement, be in full compliance with the requirements set forth in Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended. The Company shall, at all times during the term of the Agreement, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees. The Company shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Company's failure to strictly comply with IRCA or Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended.

26. Undue Influence. Company agrees not to hire any County personnel who may exercise or have exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from County service.

27. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

28. Compensation General Terms and Conditions.

28.1. Company's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

28.2. The County will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

29. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

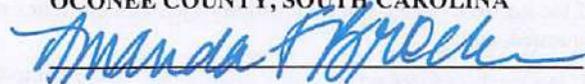
30. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

31. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Oconee County, South Carolina. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of South Carolina, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed these General Conditions as of the date first written above.

OCONEE COUNTY, SOUTH CAROLINA

By:



Print Name: Amanda F. Brock

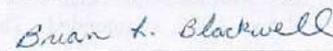
Title: County Administrator

COMPANY

RCI of South Carolina, Inc

(Name of Corporation or Entity)

By:



Print Name: Brian L. Blackwell

Title: CEO

Exhibit C

Code Consulting for a Safer Tomorrow



Schedule D Compensation

RCI will provide Building Official Services, Commercial Plan Review Services, and Inspection Services, as directed by Oconee County utilizing the Fee Schedule Below:

Fee Schedule

Plan Review.....	50%
Clerical.....	\$40.00/ hour ¹
Building Official Services.....	\$85.00/ hour ¹
Inspection Services.....	\$65.00/ hour ¹
Minimum Building Official Hours	5 Hours Weekly ¹
Mileage per Diem.....	based on current IRS mileage rate – currently \$0.625 per mile

Mileage is based on RCI inspector(s) traveling from City of Greenville 1 hour travel time and 45 miles. RCI main office is located at 477 Phillips Circle Pacolet SC 29372.

RCI inspectors' mileage will begin from Greenville regardless of where they are dispatched from to extend cost savings to Oconee County. We have been rarely requested to assist in the past years with field inspections, but as always, we "exist to assist" in any way we can.

¹These rates apply to services requested during normal business hours Monday – Friday, 8:00 am – 5:00 pm. RCI recognizes all State of South Carolina holidays. For services requested after normal business hours, weekends or holidays, the rates will be 1.5 times the rates provided above.

¹ Any plan reviews deemed inactive, cancelled, or no permit issued will have no fee.

RCI of South Carolina, Inc.
477 Phillips Circle Pacolet SC 29372
864-491-3195 bblacwell@rciscinc.com

BREAKDOWN/RANGES FOR FY 26/27 PROFESSIONAL REQUESTED AMOUNT

*Amount requested in the high range to try and prevent overages

*Amount based on averages for each service for fiscal year 23/24, 24/25, and 25/26 as of 1/31/2026

Averages

Clerical: \$442

Building Official Hours: \$32,610

Plan Review: \$92,805

Inspections: \$165,225

Mileage per diem: \$26,475

Total: \$317,557

Ranges

Clerical: \$480-\$500

Building Official Hours: \$34,000-\$35,000

Plan Review: \$95,000-\$100,000 (difficult to average due to being calculated by future permits/permit fees)

Inspections: \$175,000-\$200,000

Mileage per diem: \$30,000-\$35,000

Range: \$335,000-\$370,500

BUILDING CODES PROFESSIONAL ACCOUNT

Currently our department utilizes RCI for Commercial Plan Review, Building Official of Record, and Inspection Services, which includes mileage reimbursement. This is currently invoiced as one bill, paid out of our Professional line item. The total amount invoiced can seem misleading, without knowing the breakdown of fees for each service provided per month.

Building Codes has contracted with RCI since 2017, mostly for Commercial Plan Review. The initial contract with RCI was in place after plans were made to contract out the Building Codes Department. On several occasions we have utilized RCI for Building Official of Record hours, when we did not have a Building Official employed. We began using their inspection services in fiscal year 2024. The use of this service was a result of contractor's complaints to Council of delayed inspection times. Our contract with RCI is "as needed" for all services listed.

Current first issue:

Commercial Plan Review

For Commercial Plan Review, we collect the plan review fee before sending to RCI for review. The plan review fee is half of the permit fee. RCI receives 50% of the plan review fee.

For example:

Building Permit for Commercial New Construction

Permit Fee: \$90,000.00

Plan Review Fee: \$45,000.00

Zoning Permit Fee: \$25.00

Total: \$135,025.00

Paid to RCI for Plan Review: \$22,500.00

Oconee County received: \$112,525.00

\$90,000.00+\$45,000.00+\$25.00=\$135,025.00

\$135,025.00-\$22,500.00=\$112,525.00

Solution/Suggestions/Goals:

*Since we generate revenue beyond what we pay out, could the plan review portion be paid out of our account, 010-080-00805-13705, instead of our Professional budget? This would eliminate an estimated budget for the plan review portion of professional services. (There is no way to project the cost of plan review fees for future projects)

*For our department to be able to take on our Commercial Plan Review, we would need to hire an additional employee. That person would need to have a Building Plans Examiner Certification, which

would require a higher salary than an inspector. I believe it would be feasible for this employee to also be able to help out with inspections, but not full time, due to the time required for plan review.

*Our goal as a department is to eventually take care of Plan Review inhouse, with a county employee.

Attached FY collections, broken down by account numbers-shows collected Plan Review amounts vs paid RCI amounts

Current second issue:

Our department is currently utilizing two RCI employees for inspection services. This is due to our department being understaffed and an increase in permitting and inspection requests. Without the help of these inspectors, time off for our own inspectors, sick, vacation, training time, or any type of emergency, would be devastating to the department's operation. Even with the RCI employees, there are times when we still have to push requested inspections out two business days instead of one, next business day is our normal time frame.

Solutions/Suggestions/Goals:

*We have started the hiring process for one inspector, with experience. There will still be a period once he starts for training, as well as getting his certifications with SCLLR, which will require continuing education hours.

*Our department would still need, at minimum, an additional inspector. It is difficult to recruit or hire employees with experience and/or certifications due to the entry level salary.

* Our goal is to be able to hire all available inspector positions. This would also eliminate the inspection services fees as well as the mileage per diem amounts currently being paid to RCI from our professional account.

Current third Issue:

Oconee County Building Codes is required to have a Building Official of Record with SCLLR, South Carolina Labor, License, and Regulation. Again, due to past/present staffing issues, RCI currently serves as our Building Official of Record. We pay for Building Official Hours, which includes reviewing/approving/signing all third-party inspection reports received, on site meetings with contractors, discussions with contractors on upcoming or existing projects, as well as code calls and advice for our department as needed.

Solution/Suggestions/Goals:

Steven Sobeck is currently working towards taking the three exams to become the Building Official for Oconee County. Once this has been achieved, that would also eliminate those fees.

Our goal is, and always has been, to have Oconee County Building Codes in-house.

BUILDING CODES DATA**Fees Collected**

FY23/24: \$ 1,744,241.20

FY24/25: \$2,456,960.22

FY25/26: (as of 01/31/2026) \$1,382,689.04

*Projected amount for FY26/27 will increase due to the February 2026 ICC Valuation Table being adopted as part of the fee schedule on July 1, 2026. The table has been attached for your records. One example: Current price per square foot for Residential Homes is \$169.09. The new amount per the February 2026 ICC Valuation Table is \$175.92.

*Attached: February 2026 table to be adopted July 1, 2026, as well as current (2/2025)

Inspection Totals

FY23/24: 8723

FY24/25: 7372

FY25/26: (as of 01/31/2026) 4976

Plan Review Fees Collected (spreadsheets attached to show collected vs paid to RCI)

FY23/24: \$95,887.50

FY24/25: \$252,177.75

FY25/26: (as of 01/31/2026) \$131,434.50

Current Staff

Office: 2

Inspectors: 3



People Helping People Build a Safer World®

Building Valuation Data – FEBRUARY 2026

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2026. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2024 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again, it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building

components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$274.77/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$274.77/sq. ft x 0.0075 = \$32,972.40

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	357.33	344.89	333.96	321.01	300.49	291.98	310.03	280.47	269.61
A-1 Assembly, theaters, without stage	328.57	316.12	305.20	292.25	271.49	262.97	281.27	251.46	240.61
A-2 Assembly, nightclubs	277.44	269.30	260.84	250.89	234.99	228.61	242.28	213.69	205.58
A-2 Assembly, restaurants, bars, banquet halls	276.44	268.30	258.84	249.89	232.99	227.61	241.28	211.69	204.58
A-3 Assembly, churches	331.74	319.29	308.36	295.42	275.14	266.62	284.43	255.12	244.26
A-3 Assembly, general, community halls, libraries, museums	276.12	263.67	251.75	239.80	218.28	210.76	228.82	198.26	188.40
A-4 Assembly, arenas	327.57	315.12	303.20	291.25	269.49	261.97	280.27	249.46	239.61
B Business	309.01	297.89	287.04	274.77	250.17	241.34	264.17	223.59	213.27
E Educational	296.02	285.47	275.84	264.24	245.34	232.84	255.15	214.74	207.79
F-1 Factory and industrial, moderate hazard	169.11	160.95	150.84	145.13	129.25	122.95	138.37	107.18	99.77
F-2 Factory and industrial, low hazard	168.11	159.95	150.84	144.13	129.25	121.95	137.37	107.18	98.77
H-1 High Hazard, explosives	157.75	149.59	140.48	133.77	119.20	111.90	127.00	97.13	N.P.
H234 High Hazard	157.75	149.59	140.48	133.77	119.20	111.90	127.00	97.13	88.73
H-5 HPM	309.01	297.89	287.04	274.77	250.17	241.34	264.17	223.59	213.27
I-1 Institutional, supervised environment	283.25	273.10	263.35	253.39	231.93	225.70	252.86	208.88	201.43
I-2 Institutional, hospitals	485.04	473.91	463.07	450.80	425.24	N.P.	440.20	398.66	N.P.
I-2 Institutional, nursing homes	334.61	323.48	312.64	300.37	277.75	N.P.	289.77	251.17	N.P.
I-3 Institutional, restrained	325.77	314.64	303.80	291.53	269.89	260.06	280.93	263.64	230.99
I-4 Institutional, day care facilities	283.25	273.10	263.35	253.39	231.93	225.70	252.86	208.88	201.43
M Mercantile	207.08	198.94	189.48	180.53	164.30	158.91	171.92	143.00	135.89
R-1 Residential, hotels	286.53	276.38	266.63	256.68	234.71	228.48	256.15	211.66	204.20
R-2 Residential, multiple family	239.24	229.09	219.34	209.38	188.69	182.45	208.85	165.63	158.18
R-3 Residential, one- and two-family ^d	224.62	218.65	213.40	208.84	201.86	194.67	213.06	187.70	175.92
R-4 Residential, care/assisted living facilities	283.25	273.10	263.35	253.39	231.93	225.70	252.86	208.88	201.43
S-1 Storage, moderate hazard	156.75	148.59	138.48	132.77	117.20	110.90	126.00	95.13	87.73
S-2 Storage, low hazard	155.75	147.59	138.48	131.77	117.20	109.90	125.00	95.13	86.73
U Utility, miscellaneous	125.18	118.05	109.33	104.91	93.46	87.55	99.89	74.38	71.07

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$31.50 per sq. ft.



Building Valuation Data – FEBRUARY 2025

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include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

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Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB
 Area: 1st story = 8,000 sq. ft.
 2nd story = 8,000 sq. ft.
 Height: 2 stories
 Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$265.76/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$265.76/sq. ft x 0.0075 = \$31,891.20

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
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Square Foot Construction Costs ^{a, b, c}

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	337.41	325.40	315.80	303.35	283.46	275.24	292.98	264.14	254.04
A-1 Assembly, theaters, without stage	309.77	297.76	288.16	275.71	256.07	247.85	265.35	236.75	226.65
A-2 Assembly, nightclubs	269.42	261.52	253.31	243.65	228.21	222.01	235.29	207.53	199.66
A-2 Assembly, restaurants, bars, banquet halls	268.42	260.52	251.31	242.65	226.21	221.01	234.29	205.53	198.66
A-3 Assembly, churches	314.40	302.40	292.80	280.35	260.82	252.61	269.98	241.51	231.40
A-3 Assembly, general, community halls, libraries, museums	264.03	252.03	241.42	229.98	209.33	202.12	219.61	190.01	180.91
A-4 Assembly, arenas	308.77	296.76	286.16	274.71	254.07	246.85	264.35	234.75	225.65
B Business	298.43	287.83	277.50	265.76	242.70	234.06	255.55	216.90	206.96
E Educational	282.06	272.26	263.65	252.74	235.87	223.82	244.04	206.65	200.02
F-1 Factory and industrial, moderate hazard	164.17	156.25	146.41	140.89	125.45	119.36	134.33	104.02	96.87
F-2 Factory and industrial, low hazard	163.17	155.25	146.41	139.89	125.45	118.36	133.33	104.02	95.87
H-1 High Hazard, explosives	153.17	145.25	136.41	129.89	115.76	108.67	123.33	94.33	N.P.
H234 High Hazard	153.17	145.25	136.41	129.89	115.76	108.67	123.33	94.33	86.17
H-5 HPM	298.43	287.83	277.50	265.76	242.70	234.06	255.55	216.90	206.96
I-1 Institutional, supervised environment	274.98	265.13	255.66	246.00	225.17	219.12	245.49	202.80	195.56
I-2 Institutional, hospitals	469.18	458.58	448.25	436.51	411.45	N.P.	426.30	385.65	N.P.
I-2 Institutional, nursing homes	323.68	313.08	302.75	291.01	269.45	N.P.	280.80	243.65	N.P.
I-3 Institutional, restrained	314.93	304.33	294.00	282.26	261.70	252.06	272.05	255.55	223.96
I-4 Institutional, day care facilities	274.98	265.13	255.66	246.00	225.17	219.12	245.49	202.80	195.56
M Mercantile	201.08	193.18	183.97	175.31	159.52	154.32	166.95	138.84	131.97
R-1 Residential, hotels	278.14	268.29	258.82	249.16	227.83	221.78	248.64	205.46	198.22
R-2 Residential, multiple family	232.26	222.41	212.94	203.28	183.19	177.15	202.77	160.82	153.58
R-3 Residential, one- and two-family ^d	215.90	210.16	205.11	200.73	194.02	187.11	204.78	180.41	169.09
R-4 Residential, care/assisted living facilities	274.98	265.13	255.66	246.00	225.17	219.12	245.49	202.80	195.56
S-1 Storage, moderate hazard	152.17	144.25	134.41	128.89	113.76	107.67	122.33	92.33	85.17
S-2 Storage, low hazard	151.17	143.25	134.41	127.89	113.76	106.67	121.33	92.33	84.17
U Utility, miscellaneous	117.65	110.72	103.00	98.58	87.79	82.02	93.83	69.49	66.20

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$31.50 per sq. ft.

Oconee County Building Codes Department

Date _____

General Fund (cash + checks)	_____	010-001-00010-71001
Credit Cards	_____	010-001-00010-71038
Third Party Fund (Cash + Checks)	_____	010-001-00020-71148
Credit Cards	_____	010-001-00010-71038
Total Deposit	_____	

Credit Card	Cash + Checks	Total	Line Item	Description
		0.00	010-080-00805-13710	Building Codes Copies
		0.00	010-080-00805-13700	Building Permit Fees
		0.00	010-080-00805-13701	Mobile Home Fees
		0.00	010-080-00805-13706	Planning Department Fees
		0.00	010-080-00805-13705	Plan Review Fees (Codes)
		0.00	010-080-00805-60105	Sign Fee for Roads & Bridges
		0.00	010-080-00805-13723	Planning Department Copies
		0.00	010-080-00805-13724	Planning Department Appeals, Variances, Special Exceptions
		0.00	010-080-00805-10370	Communication Towers
		0.00	010-080-00805-60735	Reg of Deed
		0.00	010-080-00805-10601	County Encroachment
		0.00	010-080-00805-13753	Zoning Permit Fee
		0.00	010-080-00805-13708	Code Books Revenue
		0.00	010-001-00020-71148	Third Party – Planning Fees
0.00	0.00	0.00	Totals	

Oconee County, South Carolina
 Fees Schedule
 2025-2026 Budget

Description	Rate	FY 2025 Fees	FY 2026
Assessor/GIS			
Custom Production -		\$40.00 for 1st Hour + \$20.00 per addition half hour	\$40.00 for 1st Hour + \$20.00 per addition half hour
Custom Scan and Prints		\$40.00 for 1st Hour + \$20.00 per addition half hour	\$40.00 for 1st Hour + \$20.00 per addition half hour
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$10.00	\$10.00
GIS D - 24 X 36		\$15.00	\$15.00
GIS E - 36 X 48		\$20.00	\$20.00
GIS A - 8.5 X 11 (Aerial Imagery)		\$5.00	\$5.00
GIS B - 11 X 14 (Aerial Imagery)		\$0.00	\$0.00
GIS B - 11 X 17 (Aerial Imagery)		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery)		\$15.00	\$15.00
GIS D - 24 X 36 (Aerial Imagery)		\$20.00	\$20.00
GIS E - 36 X 48 (Aerial Imagery)		\$25.00	\$25.00
Tax Map Grid with Roads		\$10.00	\$10.00
Voting Precincts and Council Districts		\$0.00	\$10.00
Building Codes			
<i>(See Section 10 of Provisos to the Oconee County Budget for this year)</i>			
All Buildings, Demolition, and Mechanical Trades \$10,000 or Less		\$50.00	\$75.00
All Buildings, Demolition, and Mechanical Trades \$10,000 and Up		\$75.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$75.00 + \$4.00 for each additional \$1,000 or fraction thereof
All buildings greater than 49 units MUST obtain the services of a third party building inspector. Permit fees shall reflect a 75% decrease in permit fees.			\$75.00 + \$4.00 for each additional \$1,000 or fraction thereof (minus 75%)
Farm Exempt Structures		\$50.00	\$50.00
Manufactured Homes			
Set-Up Permit (Includes County Decal)		\$100.00	\$125.00
Decal Only		\$20.00	\$25.00
Manufactured Home De-Title Fee		\$50.00	\$50.00
Manufactured Home Moving Permit		\$40.00	\$50.00
Other Permits			
Moving Permits (Structures Other Than Manufactured Homes)		\$100.00	\$125.00
Penalties			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$75.00	\$100.00
Stop Work Order / Placard Placement		\$50.00	\$100.00
Re-Placard Fee			\$300.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.25 per page	\$5.00 + \$0.25 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$6.00	\$6.00
Maps - 24 X 36	Each	\$8.00	\$8.00
Maps - 36 X 48	Each	\$10.00	\$10.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$35.00	\$35.00

BUILDING CODES VEHICLES

We currently have 3 vehicles driven daily, around 100 miles/day:

2018 Ford Explorer

2017 Ford Explorer

2019 Chevrolet Colorado

All three of these vehicles have over 100k miles, but are in decent shape.

We have 2 spare vehicles:

2006 Ford F-150 Extended cab: been at motor pool for around 1 month with transmission issues

2008 Ford Escape

Both of these vehicles have well over 100k, closer to 200k. The 2006 F-150 is currently being driven weekly by the 911 Addressing Technician. He asked if he could borrow the truck when needed, stating he was approved for a vehicle, but had not received as of yet.

While the truck is not in terrible shape, it is old, has high mileage, and is small for an inspector to drive with the tools and books required for inspections.

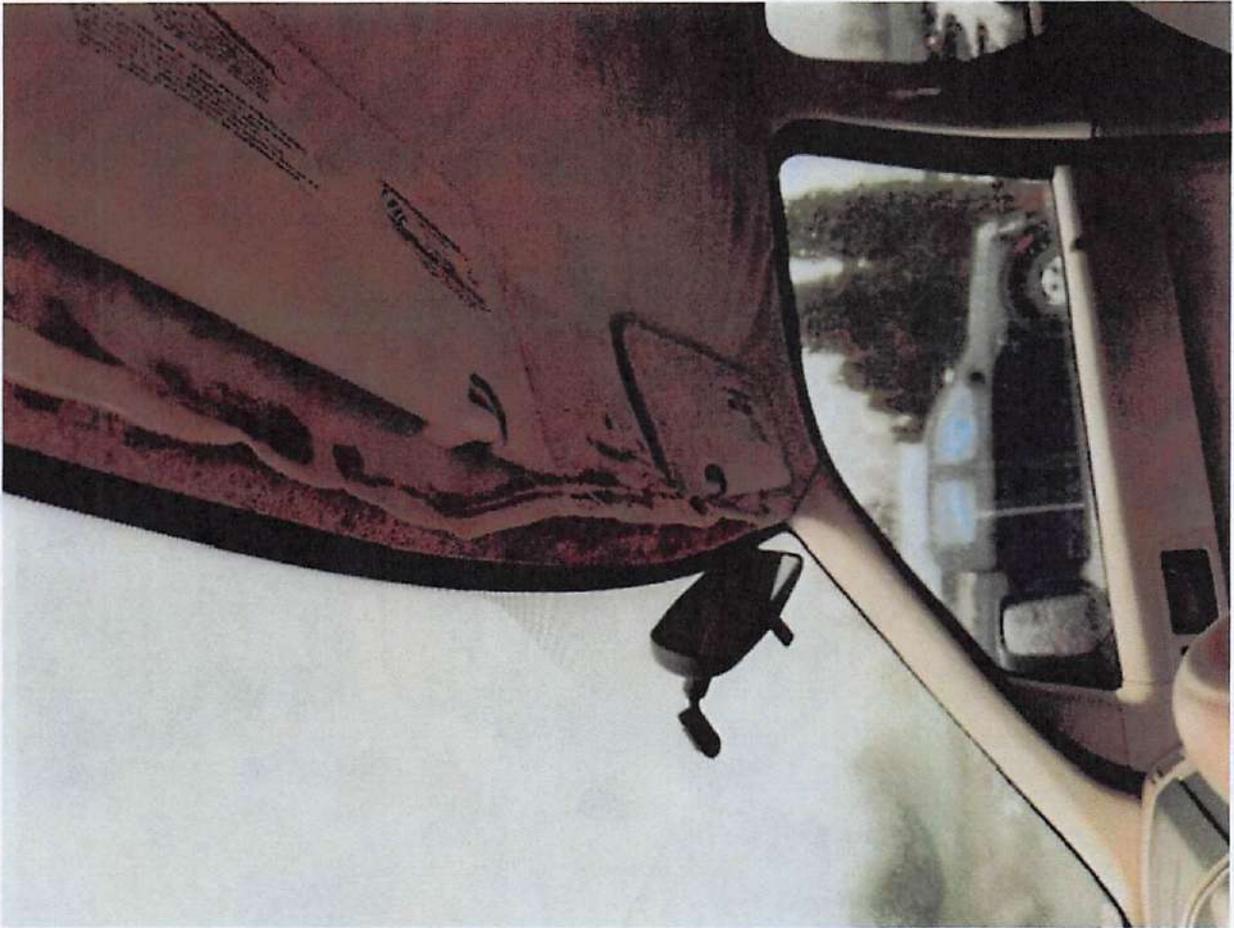
The Escape is in terrible shape and has been for many years. The last time it was driven regularly was around 4 years ago. I have attached photos of the current condition of this vehicle.

Our goal is to hire 2 more inspectors. We will need vehicles for them. We would like to have one spare at the office for times when one of ours has to be taken to motor pool for repairs. Motor pool often does not have a spare for us to use during these times, and especially one that is equipped for construction sites we are traveling to.

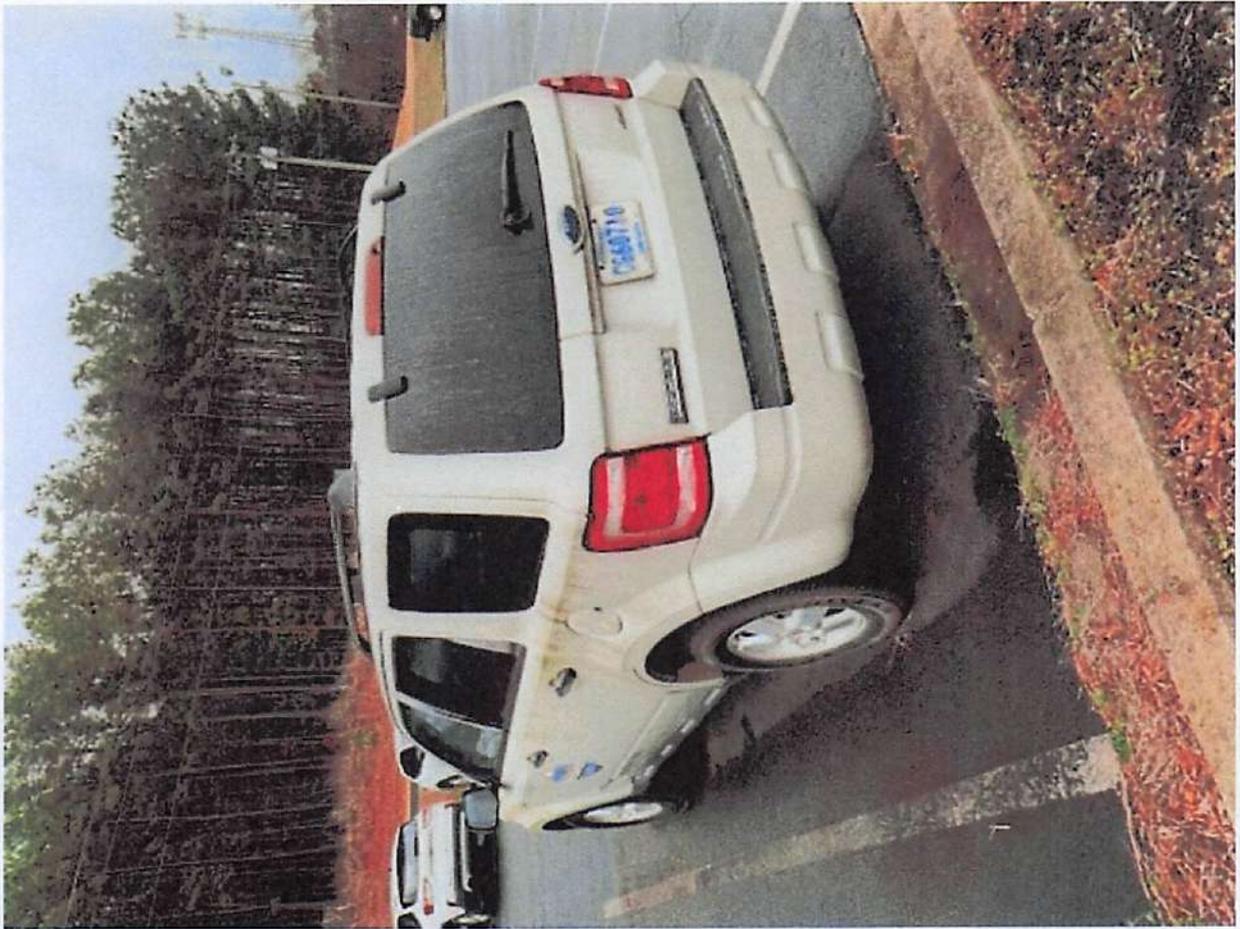
Our department needs safe, reliable, and equipped vehicles to perform daily inspections. We currently drive our vehicles home to be more efficient with our inspections. This decision was made by Administration several years ago to reduce mileage, wear and tear on the vehicles, and to be more efficient with our inspection schedules.











BUILDING CODES OFFICE STAFF

Since 2017, our office has been staffed with two positions. Prior to 2017, there were three office staff, one of which was the office manager. The office manager also helped with permitting and phone calls.

Our department would greatly benefit from another office employee. We have requested this position during several budget preparation meetings in the past.

The daily responsibilities of the office staff include daily deposits, in person permit requests, online permit requests, and scheduling inspections, just to name a few. The responsibilities of the office staff are important, as they are the beginning and end of the permitting process. The office staff ensures proper and correct delivery of reports for the Assessor's Office, which in turn add those structures to the tax roll.

Our department has seen an increase in permitting for several years, with no end in sight.

Permits issued

FY23-24: 2689

FY24-25: 2817

FY25-26: (as of 01/31/2026) 1849

Our department is at the top of the list for incoming phone calls, with Cynthia Adams being the county employee that answers the most calls of any department. Since we changed over to the new phone system, our department has received over 550 calls! This is for business days since February 12, 2026. Since the office staff has only been two, the same two, business gets taken care of without complaints. Our office has always been opened, Monday through Friday, 8:30am to 5pm, no matter what. However, that doesn't mean it's an easy task.

While the office tasks are more feasible when both employees are on the clock, if one is out due to sickness, vacation, or scheduled appointments, things become overwhelming. The in-person customers and online applications are one side, but when you add in the phone calls, emails, and other tasks they are each responsible for, it becomes more challenging.

The office being understaffed has created feelings of guilt if time off is needed or wanted, since we know how it can be running the office alone. Our department is much like family. Our current staff also share the same work ethic and have the same goal of seeing our department succeed. Building Codes staff have been through some tough times together, personally and professionally, and we care about one another.

Our goal is to have another office staff, even if part-time, to join our team. This would provide a tremendous relief to our current office staff.

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

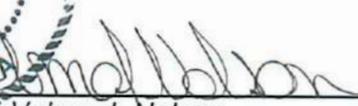
BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Larry Davidson, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed 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

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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. Traylor, 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. 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

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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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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)