



A G E N D A

OCONEE COUNTY COUNCIL MEETING

January 22, 2019

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

- January 8, 2019 Regular Minutes

Administrator Comments

Public Hearings for the Following Ordinances

Ordinance 2018-34 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-35 “AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

Ordinance 2018-34 *[see caption above]*

Ordinance 2018-35 *[see caption above]*

Second Reading of the Following Ordinances

First Reading of the Following Ordinances

Ordinance 2019-04 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC.,

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.

NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA.”

Ordinance 2019-06 “AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT) OF OCONEE COUNTY, SOUTH CAROLINA. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$550,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.”

Ordinance 2019-07 “AN ORDINANCE TO AMEND CHAPTER 22 OF THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED PARKS, RECREATION, AND TOURISM; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2019-08 “AN ORDINANCE TO AMEND OCONEE COUNTY’S ROAD ENCROACHMENT PERMIT POLICY AND ENCROACHMENT PERMIT APPLICATION; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

Resolution 2019-01 “A RESOLUTION AUTHORIZING THE OCONEE COUNTY COUNCIL CHAIR TO EXECUTE AND DELIVER THE CONSENT OF OCONEE COUNTY, SOUTH CAROLINA TO THE NOTICE OF TRANSFER OF STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY; AND OTHER MATTERS RELATED THERETO.”

Discussion Regarding Action Items

Grant Submission for the FY19 SC Dept of Public Safety - Highway Safety “4-Person Traffic Safety Unit (STEU) Program seeking grant funding for ~~\$ 523,269~~. Change to \$529,005.

- Grant submission deadline is Feb. 1, 2019.
- Seeking 1st year funding for a 4-Person Special Traffic Enforcement Unit (STEU) to include: (3) Road Cpls, (1) Road Sgt., (4) patrol SUV vehicles, officer equipment and a public awareness campaign to: reduce deaths/collisions, reduce speeding, reduce DUIs/Impaired driving, and increase seat belt and helmet usage.
- Grant application seeking: ~~\$ 523,269~~ from SCDPS. **Change to \$529,005.**
- Cash Match: None (100% grant funding) except for non-allowable costs below.
- Sheriff’s Office contributing approx. ~~\$39,500~~ (for items/costs not allowable under SCDPS funding criteria) will need to be budgeted for in the Sheriff’s Office FY20-21 budget. **Change to \$46,560.**
- After the conclusion of SCDPS OHSJ “Highway Safety” funding, the Sheriff’s Office will commit to funding all STEU efforts, which include: personnel salaries/benefits, any

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.

replacement/replenish costs for grant purchased items, continue educational awareness efforts and any STEU vehicle's equipment costs/maintenance.

It is staff's recommendation that Council approve the FY19 SCDPS Highway Safety grant application submission to establish a Sheriff's Office 4-Person Special Traffic Enforcement Unit (STEU).

Used 2007 Pierce 75' Aerial Quint Ladder Truck / Emergency Services / \$350,000

The purchase of a new fire engine for Emergency Services was approved in the 2018-19 FY Budget. Emergency Services is requesting they be allowed to purchase a used 2007 Pierce Quint Fire Engine equipped with an aerial ladder (the "Quint") as opposed to a new engine. The Quint has an aerial ladder in addition to all the capabilities of another engine. This Quint will help serve areas with explosive growth of multifamily housing and commercial development along Highway 123 and Lake Keowee. The Quint will be replacing an existing engine that was identified for replacement as part of the Emergency Services Capital Replacement Plan.

It is the staff's recommendation that Council approve the purchase of one used, 2007 Pierce 75 Aerial Quint from Texas Fire Trucks, of Houston, TX in the amount of \$350,000.00.

Board & Commission Appointments *(IF ANY)* [Seats listed are all co-terminus seats]

- Aeronautics Commission**.....District I, District III, & 1 At Large Seat
- Agriculture Advisory Board**.....District I, District III, 1 At Large Seat, & 1 Ex Officio Seat
- Board of Zoning Appeals**.....District I, District III, & 1 At Large Seat
- Building Codes Appeal Board**.....District I & District III
- Library Board**.....3 At Large Seats
- Arts & Historical Commission**.....District I & 1 At Large Seat

Council Committee Reports

Planning & Economic Development / Mr. Cain.....[12/04/2018]

Approval for Oconee County to begin exploring potential locations for a second incubator that is in closer proximity to Clemson University per unanimous recommendation by the Planning & Economic Development Committee on December 4, 2018.

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]*
[None scheduled.]

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.

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 and discuss a contractual matter regarding the Sewer South Transfer and Operation Agreement with the Oconee Joint Regional Sewer Authority.

[2] Discussion regarding an Economic Development matter, Project Aztec.

[3] Discussion regarding an Economic Development matter, Project Pop.

[4] Discussion regarding an Economic Development matter, Project Plan 4.

[5] Receive legal advice and discuss personnel matter related to hiring of permanent County Administrator, to include discussion of approach and process.

Discussion Regarding Action Items *(if necessary)*

To authorize the Interim County Administrator to issue a letter of commitment in response to 2018 / 2019 EDA Disaster and SCRIA additional grant requirements for the Sewer South Phase 2 Project. The letter will outline the County's pledge of an additional amount not to exceed \$42,270 for Engineering / Permitting / Construction costs, such funds to come from the Economic Development Fund, contingent upon the County reaching an agreement with the OJRSA on the Transfer Agreement for Sewer South Phase 1. This sum is over and above the \$613,300 previously committed by the County for the same project under the same terms.

To authorize the procurement of an archeological survey, as requested by the OJRSA, to support its 2018 / 2019 EDA Disaster grant application for the Sewer South Phase 2 Project.

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.

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-34

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, Mr. Kent Crooks entered into a residential lease agreement with Oconee County, South Carolina, for certain improved real property located at 207 Crooks Road, Seneca, South Carolina, TMS #268-00-03-039 (the "Premises"), beginning January 1, 2018 and ending on December 31, 2018; and,

WHEREAS, it is the desire of the County to enter into a new and separate lease with Mr. Crooks, such lease being captioned Lease Agreement (the "Lease"), attached hereto as Exhibit "A," for a term of one (1) year beginning January 1, 2019 and ending on December 31, 2019; and,

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A."

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which

may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2019.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: November 13, 2018
Second Reading: November 20, 2018
Third Reading: January 22, 2019
Public Hearing: January 22, 2019

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this ____ day of _____, 2019, ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease, and upon such execution and delivery that this Lease shall be enforceable against each in accordance with its terms, all requisite approvals and authorization necessary or requisite for the execution and delivery of this Lease having been obtained prior to the Effective Date.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties, as applicable, made in this Lease), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. LEASE OF PREMISES. Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year commencing January 1, 2019 and ending December 31, 2019 (the "Lease Term"), unless sooner terminated as provided herein. Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor.

2. AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST. Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for the one (1) year Lease Term. Such rent

payment shall be delivered to Lessee in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. **BREACH OR DEFAULT.** If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.

4. **LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES.** Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this lease, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. **LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF.** Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. **UTILITIES, TAXES, AND INSURANCE.** Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

7. **RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY.** Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

8. **OBSERVANCE OF LAWS.** Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Premises.

9. **DAMAGE BY FIRE, ETC.** In the event the Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.

10. **ASSIGNMENT.** Lessee may not assign this lease or sub-let the Premises or any part thereof for any use, without the written consent of Lessor.

11. **LESSOR'S RIGHT TO ENTER PREMISES.** Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. **ENTIRE AGREEMENT.** This Lease constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

13. **SECTION HEADING.** The section headings, as to the contents of particular sections herein, are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

14. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

15. **NOTICES.** It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County

Attn: County Administrator
415 S. Pine St.
Walhalla, South Carolina 29691
Contact Number: 864-638-4244

Lessee: James Kent Crooks
93 Goose Knob
Riverton, Wyoming 82501
Contact Telephone Number: 307-709-0106

or to such other addresses as may be from time to time authorized by Lessor or Lessee respectively.

16. COUNTERPART. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above.

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

Oconee County, South Carolina



Ordinance 2018-35

contains an Attachment B that highlights the changes being proposed. The only change to the ordinance is the addition of the following language:

“Members may serve consecutive terms if appointed. There are no term limits.”

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-35

AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to establish such boards, commissions, and committees in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge, or abolish any such agencies, departments, boards, commissions, and positions; and,

WHEREAS, the County has established the Oconee County Aeronautics Commission (the "Commission"); and,

WHEREAS, the Commission is charged with the task of aiding and advising the County on matters related to aeronautics and the County's airport and airport facilities; and,

WHEREAS, in order make more clear the ordinance establishing and governing the Commissions and to ensure the membership of the Commission is fully populated with qualified individuals, the Commission desires to amend Division 2, Article IV, Chapter 2 to specifically state that term limits do not apply to its members.

NOW THEREFORE, be it ordained by the Oconee County Council, in meeting duly assembled with a quorum present, as follows:

1. Division 2, Article IV, Chapter 2 of the Oconee County Code of Ordinances, entitled the *Aeronautics Commission*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Division 2, Article IV, of Chapter 2 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: November 13, 2018
Second Reading: November 20, 2018
Third Reading: January 22, 2019
Public Hearing: January 22, 2019

ATTACHMENT A

DIVISION 2. - AERONAUTICS COMMISSION

Sec. 2-261. - Purpose of division.

The purpose of this division is to create the county aeronautics commission, with the duties and authority as provided in this division.

Sec. 2-262. - Membership.

- (a) The membership of the county aeronautics commission shall be seven in number, selected and appointed by a majority vote of the membership of the county council voting in council, duly assembled, with one member being selected from each of the five council districts in existence and as delineated on February 1, 2012, upon the nomination (motion) of the council member from that respective council district, and two members selected at large, from the county as a whole, by majority vote of county council. If after an appointment of a member to represent a particular council district of the county to this commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. If the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created district may be made by the county council, in the same manner described herein, by district, without further legislative action required by county council.
- (b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of the appointment to this commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.

Sec. 2-263. - Terms of members.

- (a) Each member shall serve for a term of four years, except that the initial term of the second at large member selected by county council shall be for a period of two years, and thereafter all members shall serve for a four-year term or until their successors in office are duly appointed. Members may serve consecutive terms if appointed. There are no term limits.
- (b) If any member of the commission shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the county council. If such absences are excused by the chair of the commission and/or the chief administrative officer of the county, then this subsection may be waived.

Sec. 2-264. - Organization; meetings; officers.

- (a) The county aeronautics commission shall meet at least once each month, at a time and place selected by the membership thereof, excepting that upon vote of a majority of its members, meetings for July and August may be suspended or waived.
- (b) At the January meeting of each even-numbered year, there shall be elected a chair, a vice-chair and a secretary, together with such other officers as the commission may deem necessary, and these officers shall serve for a period of two years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.
- (c) In addition, the commission may duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the commission for

the orderly performance of its duties shall comply with the provisions of general law of the state, including, but not limited to, the Freedom of Information Act, and of this division, and of all other ordinances of the county.

Sec. 2-265. - Powers and duties.

The duties of the county aeronautics commission shall be, *inter alia*, as follows:

- (1) To advise the county council on any matter affecting aeronautics, the operation of the county's airport and airport facilities; to keep abreast of and advise the county council on all state or federal regulations or requirements with regard to the operation of the county's airport and airport facilities; and to ensure compliance by the county with any and all such regulations; and to investigate and determine the requirements for the maintenance of and efficient and profitable operation of the airport and its facilities and make recommendations to the county council concerning the same. Such advice shall be made in the form of a written report to the council, monthly, summarizing the activities, findings and functions of the commission, together with the agenda for the next meeting, all of which shall be in the hands of the chief administrative officer or designee within a reasonable time. In no event, however, shall this commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of the county council. In any event, the power and authority to enter into any contract binding the county is vested with and shall remain in the chief administrative officer and the county council and is not delegated to the commission in this section.
- (2) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this commission.
- (3) To prepare plans and recommendations to the county council in the area of its activity, with recommendations for the implementation of such plans.
- (4) To advise and recommend the employment of county employees to the county council, whose employment is within the area and scope of its activities.
- (5) To generally advise the county council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the county government in the field of activity with which the commission is concerned.

Any advice or recommendations to the county council may be prepared and presented orally by the chair of the commission at a regularly scheduled meeting of the council after due notice for agenda purposes, or in writing forwarded to the chief administrative officer for dissemination to council members.

Sec. 2-266. - Salaries and funding.

Each member of the county aeronautics commission shall be paid the sum of \$100.00 per year, plus expenses for out of county travel, as sole compensation. All ex officio members (with the exception of those members who are appointed or elected to local government agencies and who are by virtue of their position reimbursed by the municipality for their expenses incurred attending board meetings) shall receive the same salary (\$100.00 per year) as voting members. Any expense item or claim for the same shall be first approved by the chair of the commission, unless the same is made by the chair and submitted for approval and payment to the county council. In no event shall any member of the commission be entitled to any other compensation, direct or indirect, for services on the commission, and such member shall not provide any services, materials, products, goods or equipment to the county, unless the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

Secs. 2-267—2-290. - Reserved.

ATTACHMENT B

DIVISION 2. - AERONAUTICS COMMISSION

Sec. 2-261. - Purpose of division.

The purpose of this division is to create the county aeronautics commission, with the duties and authority as provided in this division.

Sec. 2-262. - Membership.

- (a) The membership of the county aeronautics commission shall be seven in number, selected and appointed by a majority vote of the membership of the county council voting in council, duly assembled, with one member being selected from each of the five council districts in existence and as delineated on February 1, 2012, upon the nomination (motion) of the council member from that respective council district, and two members selected at large, from the county as a whole, by majority vote of county council. If after an appointment of a member to represent a particular council district of the county to this commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. If the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created district may be made by the county council, in the same manner described herein, by district, without further legislative action required by county council.
- (b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of the appointment to this commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.

Sec. 2-263. - Terms of members.

- (a) Each member shall serve for a term of four years, except that the initial term of the second at large member selected by county council shall be for a period of two years, and thereafter all members shall serve for a four-year term or until their successors in office are duly appointed. Members may serve consecutive terms if appointed. There are no term limits.
- (b) If any member of the commission shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the county council. If such absences are excused by the chair of the commission and/or the chief administrative officer of the county, then this subsection may be waived.

Sec. 2-264. - Organization; meetings; officers.

- (a) The county aeronautics commission shall meet at least once each month, at a time and place selected by the membership thereof, excepting that upon vote of a majority of its members, meetings for July and August may be suspended or waived.
- (b) At the January meeting of each even-numbered year, there shall be elected a chair, a vice-chair and a secretary, together with such other officers as the commission may deem necessary, and these officers shall serve for a period of two years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.
- (c) In addition, the commission may duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the commission for

the orderly performance of its duties shall comply with the provisions of general law of the state, including, but not limited to, the Freedom of Information Act, and of this division, and of all other ordinances of the county.

Sec. 2-265. - Powers and duties.

The duties of the county aeronautics commission shall be, *inter alia*, as follows:

- (1) To advise the county council on any matter affecting aeronautics, the operation of the county's airport and airport facilities; to keep abreast of and advise the county council on all state or federal regulations or requirements with regard to the operation of the county's airport and airport facilities; and to ensure compliance by the county with any and all such regulations; and to investigate and determine the requirements for the maintenance of and efficient and profitable operation of the airport and its facilities and make recommendations to the county council concerning the same. Such advice shall be made in the form of a written report to the council, monthly, summarizing the activities, findings and functions of the commission, together with the agenda for the next meeting, all of which shall be in the hands of the chief administrative officer or designee within a reasonable time. In no event, however, shall this commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of the county council. In any event, the power and authority to enter into any contract binding the county is vested with and shall remain in the chief administrative officer and the county council and is not delegated to the commission in this section.
- (2) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this commission.
- (3) To prepare plans and recommendations to the county council in the area of its activity, with recommendations for the implementation of such plans.
- (4) To advise and recommend the employment of county employees to the county council, whose employment is within the area and scope of its activities.
- (5) To generally advise the county council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the county government in the field of activity with which the commission is concerned.

Any advice or recommendations to the county council may be prepared and presented orally by the chair of the commission at a regularly scheduled meeting of the council after due notice for agenda purposes, or in writing forwarded to the chief administrative officer for dissemination to council members.

Sec. 2-266. - Salaries and funding.

Each member of the county aeronautics commission shall be paid the sum of \$100.00 per year, plus expenses for out of county travel, as sole compensation. All ex officio members (with the exception of those members who are appointed or elected to local government agencies and who are by virtue of their position reimbursed by the municipality for their expenses incurred attending board meetings) shall receive the same salary (\$100.00 per year) as voting members. Any expense item or claim for the same shall be first approved by the chair of the commission, unless the same is made by the chair and submitted for approval and payment to the county council. In no event shall any member of the commission be entitled to any other compensation, direct or indirect, for services on the commission, and such member shall not provide any services, materials, products, goods or equipment to the county, unless the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

Secs. 2-267—2-290. - Reserved.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 22, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

ORDINANCE 2019-04: “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA.”

BACKGROUND DESCRIPTION:

Ordinance 2019-04 will approve the execution of an Addendum to a Lease Agreement between Oconee County and the Oconee Heritage Center, Inc., now known as the Oconee History Museum, Inc. The Addendum will acknowledge the corporate name change of the Oconee Heritage Center, Inc. to the Oconee History Museum, Inc., and it will add an additional portion of the subject building to the lease premises.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff’s recommendation that Council consider first reading of Ordinance 2019-04.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2019-04

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, as of June 20, 2001, the County entered into a Lease Agreement with Oconee Heritage Center, Inc. for a portion of the premises known as the Tobacco Barn located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina (the “Lease Agreement”), attached hereto as “Exhibit A”; and

WHEREAS, effective June 04, 2018, Oconee Heritage Center, Inc. changed its corporate name to Oconee History Museum, Inc.; and

WHEREAS, Oconee History Museum, Inc. has requested that the County acknowledge the corporate name change noted above and affirm the Lease Agreement with Oconee History Museum, Inc. as “Lessee” as if originally executed in its name; and

WHEREAS, pursuant to Section 6.6 of the Lease Agreement, in the event the County ceased using the basement of the Tobacco Barn, Lessee was granted a first option to lease the basement, such additional premises to be incorporated into the lease premises; and

WHEREAS, the County no longer uses the basement of the Tobacco Barn, and Lessee desires to add that portion of the Tobacco Barn to the lease premises; and

WHEREAS, attached hereto is an Addendum to the Lease Agreement, which acknowledges the corporate name change of Lessee and which revises the lease premises, consistent with Section 6.6 of the Lease Agreement.

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

Section 1. Addendum to Lease Agreement Approved. The Addendum to the Lease Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Addendum in substantially the same form as Exhibit "B," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Addendum and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

COPY

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT entered into this 20th day of June, 2001, by and between Oconee County, (hereinafter "the Lessor") and Oconee Heritage Center, Inc. (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

For and in consideration of the rental hereinafter specified and the mutual promises and covenants herein, the Lessor hereby agrees to lease and demise to the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof the following described property (hereinafter "the Premises"), to wit:

The main floor and attic of the building known as the Tobacco Barn, located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina.

ARTICLE II: TERM AND RENTAL

2.1: ORIGINAL TERM

The term of this Lease shall be for a period of twenty-five (25) years, that is, commencing on the 20th day of June, 2001, and ending on the 20th day of June, 2026.

2.2: RENTAL

The rental for the Premises shall be the sum of one (\$1,000) dollar per annum.

2.3: Optional Term

Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional term of twenty-five (25) years, to run consecutively with the original term.

under the same terms and conditions as herein set forth with the exception of this option to renew and the rental for the renewal term. PROVIDED that the Lessee shall give notice to Lessor of their desire to exercise this option to renew and commence negotiations as to the rental for the renewal period at least nine (9) months prior to the expiration of the original term and PROVIDED FURTHER that all other terms and conditions hereof shall have been fully complied with by the Lessee, and PROVIDED FURTHER that Lessor agrees to renew this Lease.

ARTICLE III: REPAIR AND MAINTENANCE

Lessee agrees to accept the Premises which are the subject of the Lease in the same condition and state of repair as exists upon the date of taking possession hereunder and thereafter, except such exterior improvements as Lessor may cause to be effected, in which case the Lessor will be responsible for maintenance of these items. Lessee shall be responsible for all maintenance and upkeep thereon without exception. If any computerized or mechanical equipment in the Premises is presently under warranty, the Lessor agrees to make same available to the Lessee, but the responsibility of the Lessor for maintenance of such units shall be limited to that contained in the warranties from manufacturers.

ARTICLE IV: COVENANTS OF LESSORS

The Lessor, for itself and its assigns, covenants and agrees with the Lessee as follows, to wit:

4.1: To allow Lessee quiet and peaceful possession of the leased Premises so long as same be not inconsistent with the terms of this Lease.

4.2: To timely pay any taxes and assessments which may become due and owing on the leased Premises which are not herein assumed by the Lessee.

4.3: That it will keep and maintain fire and hazard insurance on the leased Premises for its own protection, but will not be responsible for insuring the contents for any fixtures or equipment of Lessee, same being the sole responsibility of the Lessee.

4.4: To allow Lessee to remove their own property and equipment from the Premises at the expiration of the Lease, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

4.5: Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with continued peaceful possession thereof by the Lessee.

ARTICLE V: COVENANTS OF LESSEES

The Lessee for itself and its assigns, hereby covenants and agrees with the Lessor as follows, to wit:

5.1: To pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would adversely effect the fire insurance rates from those in effect upon the date hereof or which would tend to detract from the general neighborhood. Should the Lessee operate or maintain on the leased Premises any activity or condition which would cause an increase in the fire insurance rates from those in effect on the date hereof, Lessee shall, upon demand of the Lessor, reimburse Lessor to the full extent of such increase throughout the term of this Lease and any optional period exercised by Lessees'.

5.2: That it will not sublet the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld.

5.3: That it will be responsible for any alterations or improvements made on the Premises with the consent of the Lessor, it being understood and agreed that no such alteration may be made without the consent of the Lessor, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased Premises from claims or materialmen or mechanics. Lessee agrees that any such improvements permanently affixed to the leased Premises shall remain with the Premises and become the property of the Lessor at the termination of this Lease.

5.4: That as additional consideration for this Lease, it will timely pay all assessments for utilities consumed upon the Premises other than water to be provided by the Lessor, as well as all ad valorem taxes and assessments which may become due and owing on any of the leased property excepting the building itself, during the term of this Lease, and will present to the Lessor evidence of prompt payment thereof.

5.5: That it will, so long as this Lease be in full force and effect and including any optional term, keep and maintain on the leased Premises public liability insurance in such amounts as shall be required from time to time by the Lessor, and in such form as to protect the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to the Lessor a copy of the policy, providing such coverage, together with evidence of prompt payment of all premiums due thereon. The Lessor and Lessee agree that the minimum amount of public liability

insurance shall be one million (\$1,000,000.00) dollars. The parties shall re-evaluate the amount of minimum coverage needed every five (5) years during the term of this lease. In the event a dispute arises over the amount of coverage needed, the Lessor's determination of the minimum coverage needed shall govern.

5.6: That at the expiration of this Lease or any extension thereof, it will return the leased Premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy or damage or destruction by fire or other unavoidable casualty as hereinafter set forth. Lessee specifically agrees to promptly repair and replace any damage to the Premises occasioned by the negligence of the Lessee or its employees, agents or customers.

5.7: Should Lessor find it necessary to bring legal action to cure any default or breach of any covenant or condition hereof, including but not limited to the covenant to pay the rental as stated heretin, it is understood and agreed that the Lessor shall be entitled to an award of reasonable attorney fees, together with all court costs and expenses in connection with the enforcement of its claim.

ARTICLE VI: MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

6.1: If the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental for any period in excess thirty (30) days, and if such default continues after ten (10) days written notice to cure the same, then in any such event the Lessor shall have the right to retake possession of the leased Premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to relet the Premises

under such terms and conditions as it may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement.

6.2: If the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation and if such taking or condemnation be such as to materially affect the purpose for which the Premises are rented, including but not limited to the taking of more than thirty (30%) percent of the parking area adjacent to the building on the leased Premises, then the Lessor shall have the option to substitute such additional parking area as to restore the usefulness of the Premises to Lessee or if the Lessor be unable to restore or unwilling to do so, the Lessee shall have the right to revoke this Lease. It is specifically agreed however, that the Lessee shall have no claim to any award for condemnation received by Lessor, any damages suffered by the taking of the Premises by an condemning authority to be damage to the Lessor, only.

6.3: Bankruptcy, assignment for the benefit of creditors or receivership by the Lessee, voluntary or involuntary, shall constitute a breach of this Lease at the option of the Lessor, whereupon Lessor shall be entitled to retake possession of the Premises in the same manner as if Lessee had failed to pay the rental when due.

6.4: If the leased Premises be destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or their agents, employees or customers, so as to render the same untenable and unfit for use and occupancy by the Lessee for a period in excess of thirty (30) days, then at the option of either party this Lease may be rescinded and become of no further force and effect. Provided, however, if the Premises may be repaired and restored to usefulness within a reasonable time, then at the option of

the Lessor the Premises may be restored and this Lease preserved and the rental shall cease for such time as the Premises are untenable by the Lessees.

6.5: The parties agree that Lessee shall be allowed to use the lot behind the Tobacco Barn for exhibits, so as long as said use does not interfere with the operations of the Lessor. Lessee shall notify Lessor at least thirty (30) days prior to the date that Lessee intends to use the lot. Lessor shall respond within fifteen (15) days as to whether or not Lessee's use of the lot will interfere with Lessor's operations. Lessor shall have the right to require Lessee to stop using the lot upon forty-five (45) days written notice.

6.6: In the event Lessor stops using the basement of the Tobacco Barn, Lessor hereby grants Lessee first option to lease said basement. In the event that Lessee exercises said option, said lease of the basement shall be incorporated into the current lease.

6.7: Each of the parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and assigns during the term herein created and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below and that all notices required under the terms hereof may be mailed to that address.

TO ALL OF WHICH the parties have heretofore agreed and in witness whereof,
have hereunto placed their Hand and affixed their Seals this day and date first above
written.

**Signed, Sealed and Delivered
in the presence of:**

Opal O. Brown
Stephanie Matheson

H. Frank Ables, Jr.
H. Frank Ables, Jr., Chair
Oconee County Council, Lessor
415 South Pine Street
Walhalla, SC 29691

Opal O. Brown
Stephanie Matheson

John Karmbradt
Heritage Center, Inc. Lessee
P. O. Box 395
Walhalla, SC 29691

STATE OF SOUTH CAROLINA)

ADDENDUM TO LEASE AGREEMENT

COUNTY OF OCONEE)

This addendum to the Lease Agreement dated June 20, 2001, between Oconee County, South Carolina, and the Oconee Heritage Center, Inc., (attached hereto as "Exhibit A") shall be incorporated into and made a part of said Lease Agreement for the premises known as the Tobacco Barn, located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina. All terms, covenants, and conditions as set forth in said Lease Agreement (the "Lease Agreement") shall remain in full force and effect, except as amended herein.

It is agreed by and between the parties that the Lease Agreement shall be subject to the following terms and conditions:

1. Oconee Heritage Center, Inc., filed Articles of Amendment with the South Carolina Secretary of State on June 04, 2018, changing its name to Oconee History Museum, Inc.
2. Oconee History Museum, Inc., has requested that Oconee County acknowledge the corporate name change noted above and affirm the Lease Agreement with Oconee History Museum, Inc., as "Lessee" as if originally executed in its name.
3. Further, pursuant to Section 6.6 of the Lease Agreement, in the event the County ceased using the basement of the Tobacco Barn, Lessee was granted a first option to lease the basement, such additional premises to be incorporated into the lease premises. The County no longer uses the basement of the Tobacco Barn, and Lessee desires to add that portion of the Tobacco Barn to the lease premises.
4. Therefore, as evidenced by its execution below and by virtue of Oconee County Ordinance 2019-04, approving this Addendum, Oconee County hereby acknowledges Oconee History Museum, Inc., as Lessee under the Lease Agreement, and Oconee County adds to the lease premises the basement of the Tobacco Barn.
5. All other terms, covenants, and conditions of the Lease Agreement remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 22, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Ordinance 2019-06 "An Ordinance Authorizing the Issuance and Sale of a General Obligation Bond (Keowee Fire Tax District) of Oconee County, South Carolina. In the principal amount of not exceeding \$550,000; fixing the form and certain details of the bond; Authorizing the County Administrator to determine certain matters relating to the bond; Providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto."

BACKGROUND DESCRIPTION:

The Keowee Fire Special Tax District will be purchasing a 2019 KME Custom Rescue Pumper (500 gal/1500gpm). They are requesting the authority to issue a General Obligation Bond for a 10 to 12 year term.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Second Reading of Ordinance 2019-06 is scheduled for February 5th, 2019 and a Public Hearing is scheduled for February 19th, 2019. The Third and final reading is scheduled for February 19th, 2019.

FINANCIAL IMPACT [Brief Statement]:

The Principle and Interest payments will be made by the Keowee Fire Special Tax District. These funds will come from current millage of 14.5, appropriation for the Special Tax District.

_____ Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : DVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

- Ordinance 2019-06
- Exhibit A – Public Notice
- Exhibit B – Form of Notice of Sale

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve Ordinance 2019-06 on first reading.

Submitted or Prepared By:

 Ladale Price
Department Head/Elected Official

Approved for Submittal to Council:

 Amanda F Brock
Amanda F. Brock, Interim County Administrator

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2019-06**

AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT) OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$550,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: February 19, 2019

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

"Bondholder" or the term **"Holder"** or any similar term means the registered owner of any outstanding Bond.

"Books of Registry" means the registration books maintained by the Registrar in accordance with Section 6 hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Constitution" means the Constitution of the State of South Carolina, 1895, as amended.

"County Administrator" shall mean the Administrator or Interim Administrator of the County.

"County Council" means the County Council of Oconee County, South Carolina.

"County" means Oconee County, South Carolina.

"Enabling Act" shall mean Title 4, Chapter 15 of the South Carolina Code, as supplemented by Section 11-27-40 of the South Carolina Code.

"Fire District" means the Keowee Fire Tax District created and established pursuant to Section 4-9-30(5) of the South Carolina Code and an ordinance enacted on August 19, 2003, as amended, to provide fire protection services in a portion of the County.

"Government Obligations" means any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; or (7) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

"Interest Payment Date" means either semi-annually on April 1 and October 1 of each year, or annually on April 1 of each year, or such other dates as determined by the County Administrator, commencing on April 1, 2020, or such other date as determined by the County Administrator.

"Ordinance" means this Ordinance.

"Paying Agent" means the County Treasurer or a bank or trust company appointed as paying agent pursuant to this Ordinance.

"Purchaser" means the initial purchaser of the Series 2019 Bond.

"Registrar" means the County Treasurer or a bank or trust company appointed as registrar pursuant to this Ordinance.

"Series 2019 Bond" means the General Obligation Bond (Keowee Fire Tax District) Series 2019, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$550,000 authorized to be issued pursuant to Section 3 hereof.

"South Carolina Code" means the Code of Laws of South Carolina, 1976, as amended.

"State" means the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Pursuant to Section 4-9-30(5) of the South Carolina Code and an ordinance enacted on August 19, 2003, as amended, the County Council created the Fire District to provide fire protection services in a portion of the County.

(c) By virtue of the Enabling Act, the County is empowered to issue general obligation bonds for any authorized purpose.

(d) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Pursuant to Article X, Sections 12 and 14(7)(b) of the Constitution, general obligation debt incurred pursuant to and within the limitations prescribed by Section 12 of Article X shall not be considered in determining the County's eight percent constitutional debt limitation. In compliance with the provisions of Article X, Section 12 of the Constitution a tax in an amount designed to provide debt service on the Series 2019 Bond shall be imposed upon the area or persons in the Fire District receiving the benefit of the fire protection services.

(e) The proceeds derived from the sale of the Series 2019 Bond shall be applied to defray the costs of acquisition of a rescue pumper fire truck (the "Equipment") for the Fire District and to defray the costs of issuance of the Series 2019 Bond. The Equipment is necessary and in the best interest of the County and the Fire District. The issuance of the Series 2019 Bond authorized by this Ordinance for such purpose is necessary, and such Series 2019 Bond will be issued for a corporate purpose and a public purpose of the County, and the benefits arising from the Equipment will accrue to all persons and property within the Fire District.

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$550,000 aggregate principal amount general obligation bond of the County to provide funds for the purposes set forth in Section 2(e) above.

SECTION 3. Authorization and Details of the Series 2019 Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, a not exceeding \$550,000 aggregate principal amount of general obligation bond (Keowee Fire Tax District) of the County to obtain funds for the purposes set forth in Section 2(e) above, including any accounting, financial and legal fees relating thereto and other incidental costs of issuing the Series 2019 Bond.

The Series 2019 Bond shall be designated "\$550,000 [or principal amount issued] General Obligation Bond (Keowee Fire Tax District), Series 2019, of Oconee County, South Carolina".

The Series 2019 Bond shall be issued in fully registered form; shall be registered as to principal and interest in the name of the Purchaser; shall be dated as of the date of its delivery or such other date as the County Administrator determines; shall bear interest at the rate or rates determined by the County Administrator at the time of the sale thereof; may be issued as a single Bond in the denomination of not exceeding \$550,000; and shall mature on the maturity date in each of the years and in the principal amounts as determined by the County Administrator pursuant to Section 5 hereof.

Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, unless otherwise agreed upon by the County Administrator and the Purchaser of the Series 2019 Bond.

SECTION 4. Redemption Provisions. The Series 2019 Bond may be subject to prepayment or redemption upon such terms and conditions as the County Administrator and the Purchaser agree, including, but not limited to, terms and conditions specifying the manner of call and notice thereof.

SECTION 5. Authority to Determine Certain Matters. The County Council hereby authorizes the County Administrator to offer the Series 2019 Bond for sale at such date and time and in such manner as he may determine. The County Council hereby further authorizes the County Administrator to:

- (a) determine the original issue date of the Series 2019 Bond;
- (b) determine the aggregate principal amount of the Series 2019 Bond to be issued if less than authorized by this Ordinance;
- (c) determine the Interest Payment Date (including the initial Interest Payment Date), and determine the maturity dates and principal amounts maturing on such dates;
- (d) determine whether the Series 2019 Bond will be subject to optional redemption prior to maturity and, if so, the terms and conditions of redemption;
- (e) designate the Paying Agent and Registrar for the Series 2019 Bond;
- (f) determine the date and time of sale of the Series 2019 Bond;
- (g) determine the manner in which the Series 2019 Bond shall be sold, including (i) negotiation of the terms of the sale of the Series 2019 Bond directly with the Purchaser;

and (ii) receipt of bids for the Series 2019 Bond on behalf of the County pursuant to a Notice of Sale in such form and distributed in such manner as shall be determined by the County Administrator;

- (h) award the sale of the Series 2019 Bond and determine the interest rate on the Series 2019 Bond;
- (i) determine whether to publish a notice of the enactment of this Ordinance as provided in Section 11-27-40(8) of the South Carolina Code;
- (j) negotiate and execute all other contracts and approve any other matters necessary to effect the issuance of the Series 2019 Bond;
- (k) determine whether the Series 2019 Bond shall be designated as “qualified tax exempt obligation as defined in Section 265(b)(3) of the Code; and
- (l) to approve any other matters necessary to effect the issuance of the Series 2019 Bond.

After the sale of the Series 2019 Bond, the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the Series 2019 Bond.

SECTION 6. Registration of the Series 2019 Bond. The Series 2019 Bond shall be registered in the name of the Purchaser thereof, as the registered owner, at the office of the Treasurer of Oconee County or at the office of a bank or trust company designated by the Purchaser and approved by the County Administrator on the Books of Registry to be kept for that purpose, and such registration shall be noted on the registration attached to the Series 2019 Bond, after which no transfer of such Series 2019 Bond shall be effective unless made on such Books of Registry by the registered owner in person or its duly authorized legal representative and similarly noted on the Series 2019 Bond.

With the consent of the Purchaser of the Series 2019 Bond, and notwithstanding any provision to the contrary contained in this Ordinance or in the Series 2019 Bond, the Series 2019 Bond may be sold or transferred by the Purchaser thereof only to purchasers (“Qualified Investors”) who execute an investment letter delivered to the County, in form satisfactory to the County (the “Investment Letter”), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2019 Bond. Such restrictions shall be set forth on the face of the Series 2019 Bond and shall be complied with by each transferee of the Series 2019 Bond.

SECTION 7. Execution of Series 2019 Bond. The Series 2019 Bond shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council (or in his absence the Vice Chairman of Council), attested by the manual or facsimile signature of the Clerk to the County Council under the seal of the County to be impressed or affixed thereon.

SECTION 8. Form of Series 2019 Bond. The Series 2019 Bond and the provisions for registration to be endorsed thereon shall be in substantially the following form:

(FORM OF BOND)

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE COUNTY AN INVESTMENT LETTER IN THE FORM REQUIRED UNDER THE ORDINANCE.

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 GENERAL OBLIGATION BOND
 (KEOWEE FIRE TAX DISTRICT),
 SERIES 2019

\$ _____

R- _____

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to _____ (the "Bank"), in _____, its successors or registered assigns, the principal amount of \$ _____ together with interest on the unpaid principal balance hereof at the rate of ____% per annum until this Bond matures or is earlier redeemed. Interest on this Bond is payable on _____, _____, and [semi]annually thereafter on April 1 [and October 1] of each year until the final maturity [or earlier redemption] of this Bond. Principal on this Bond is payable in annual installments on [April 1] of each of the years and in the principal amounts, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------	-------------	-------------------------

Interest on this Bond will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both the principal of and interest on this Bond are payable at the office of [the County Treasurer in Walhalla, South Carolina], without presentation and surrender of this Bond in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, the Purchaser agrees to surrender this Bond before or within a reasonable time after its final maturity or earlier redemption.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "State Constitution"); Title 4, Chapter 15 and Title 11, Chapter 27, Code of Laws of South

Carolina, 1976, as amended (the "South Carolina Code"); and Ordinance No. ___ duly enacted on February 19, 2019 by the County Council of the County (the "Ordinance") for the purpose of acquiring fire protection equipment for the Keowee Fire Tax District (the "Fire District") created by ordinance of the County enacted on August 19, 2003.

For the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment hereof, the full faith, credit and taxing power of the County are hereby irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on this Bond.

[This Bond shall be subject to prepayment or redemption at any time at the option of the County, as a whole or in part, at the principal amount thereof and interest accrued on such principal amount to be redeemed to the date fixed for redemption, without payment of any premium or penalty.] In the event this Bond is called for redemption, the County shall give notice of redemption of this Bond by first-class mail, postage prepaid, to the registered owner thereof as shown on the books of registry of the County not less than [five (5)] business days prior to the date fixed for redemption thereof.

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

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

It is hereby certified and recited that all acts, conditions and things required by the State Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that for the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on this Bond.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be signed with the [manual or facsimile] signature of the [Vice-]Chairman of County Council, attested by the [manual or facsimile] signature of the Clerk to the County Council under the corporate seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the ____ day of _____, 2019.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

[Vice-]Chairman

ATTEST:

Clerk to County Council

REGISTRATION

This Bond has been registered in the name of _____ in _____, on the registration books kept by the Treasurer of Oconee County, South Carolina.

Dated this ____ day of _____, 2019.

[Treasurer of Oconee County,
South Carolina]

SECTION 9. Security. For the payment of the principal and interest on the Series 2019 Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, sufficient to pay the principal and interest of the Series 2019 Bond as they respectively mature and to create such sinking funds as may be necessary therefor; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on the Series 2019 Bond.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Series 2019 Bond, and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax in an amount sufficient to pay the principal installments and interest on the Series 2019 Bond as they respectively mature, and to create such sinking fund as may be necessary therefor.

SECTION 10. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and

satisfied as to any portion of the Series 2019 Bond, and such Series 2019 Bond shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2019 Bond shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2019 Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Series 2019 Bond shall no longer be deemed to be outstanding hereunder, such Series 2019 Bond shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Series 2019 Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Sale of Series 2019 Bond, Form of Notice of Sale. A Notice of Sale in the form attached as **Exhibit B** may be distributed to prospective bidders and, unless the Series 2019 Bond is sold at a private sale pursuant to Section 11-27-40(4) of the South Carolina Code, a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina, not less than seven (7) days prior to the date set for such sale.

In the event the Series 2019 Bond is sold at private sale as authorized by Section 11-27-40(4) of the South Carolina Code, not less than seven (7) days prior to the delivery of the Series 2019 Bond, notice of intention to sell the Series 2019 Bond at a private sale shall be given by publication in a newspaper of general circulation in the County in substantially the following form:

NOTICE REGARDING SALE OF \$ _____
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT), SERIES 2019, OF
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of the S.C. Code § 11-27-40(4), Oconee County, South Carolina, by Ordinance No. _____ enacted on February 19, 2019, approved the sale of a not exceeding \$550,000 General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Bond"), of Oconee County, South Carolina. The Bond will be sold to _____, at a purchase price of \$ _____; will bear interest at the rate of ___% per annum, payable on April 1 [and October 1] of each year commencing [April][October] 1 ____; will be dated as of the date of delivery; and will mature in annual installments of principal on April 1 in each

of the years and in the principal amounts as follows:

Year	Principal Amount \$
------	------------------------

Oconee County, South Carolina

SECTION 13. Filings with Central Repository. In accordance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

SECTION 14. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2019 Bond shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time to acquire and install the Equipment and to pay costs of issuance of the Series 2019 Bond.

SECTION 15. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2019 Bond and this Ordinance, such notice in the form attached hereto as Exhibit A, in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 16. Federal Tax Covenants. The County covenants and agrees with the holders of the Series 2019 Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2019 Bond to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2019 Bond and that no use of the proceeds of the sale of the Series 2019 Bond shall be made which, if such use had been reasonably expected on the date of issue of such Series 2019 Bond would have caused the Series 2019 Bond to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2019 Bond is outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to the Series 2019 Bond.

SECTION 17. Miscellaneous. The County Council hereby authorizes the County Administrator to retain Burr Forman McNair as bond counsel and Compass Municipal Advisors as financial advisor in connection with the issuance of the Series 2019 Bond. The County Council further authorizes the County

Administrator, Chairman to County Council, Vice-Chairman to County Council, Finance Director, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Series 2019 Bond or make modifications in any documents including but not limited to the form of the Series 2019 Bond.

SECTION 18. Repeal of Conflicting Ordinances. All rules, regulations, resolutions, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2019 Bond is, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 19. Codification. This Ordinance shall be forthwith codified in the County Code of Ordinances in the manner required by law.

SECTION 20. Effective Date. The provisions of this Ordinance shall be effective upon its enactment.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this 19th day of February, 2019.

OCONEE COUNTY, SOUTH CAROLINA

**Chair, County Council
Oconee County, South Carolina**

(SEAL)

**County Administrator
Oconee County, South Carolina**

ATTEST:

**Clerk to County Council
Oconee County, South Carolina**

**Date of First Reading: January 22, 2019
Date of Second Reading: February 5, 2019
Date of Public Hearing: February 19, 2019
Date of Third Reading: February 19, 2019**

[Signature page]

Exhibit A

PUBLIC NOTICE

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the [6:00 p.m.] meeting of Oconee County Council on [February 19, 2019], at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the County to issue a not exceeding \$550,000 General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Series 2019 Bond"), the proceeds of which will be applied to defray the costs of a rescue pumper fire truck for use by the Keowee Fire Tax District.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2019 Bond.

OCONEE COUNTY COUNCIL, SOUTH CAROLINA

Exhibit B

FORM OF NOTICE OF SALE

NOTICE OF SALE

\$ _____
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT), SERIES 2019,
OCONEE COUNTY, SOUTH CAROLINA
STATE OF SOUTH CAROLINA

[BANK QUALIFIED]

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of a \$ _____ * General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Bond"), of Oconee County, South Carolina (the "County") will be received by the Finance Director, Ladale Price, on behalf of the County in the County's offices, 415 S. Pine Street, Walhalla, South Carolina, 29691 until [11:00 a.m.], South Carolina time, on _____, 2019, at which time such proposals will be publicly opened.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal should be enclosed in a sealed envelope marked "Proposal for \$ _____ * General Obligation Bond (Keowee Fire Tax District), Series 2019 of Oconee County, South Carolina" and should be mailed or hand-delivered to Ladale Price, Finance Director at the address in the first paragraph hereof.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of Ladale Price, Finance Director, at lprice@oconeesc.com with a copy to Michael W. Burns, Esq., Bond Counsel, at mburns@burr.com, and a copy to Brian Nurick, Financial Advisor, at proposals@compassmuni.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED ON BEHALF OF THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Bond: The Bond will be issued as a single, fully registered bond; will be registered as to principal and interest in the name of the purchaser thereof; will be dated as of the date of its delivery or such other date as the County Administrator determines; will bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) payable on [April 1] of each year commencing [April 1, 2020], until final maturity or prior redemption; and will mature in successive annual installments on [April 1] in each of the years and in the principal amounts as follows:

Year Principal Amount*

* Subject to adjustment, as described herein.

Redemption Provisions:

Paying Agent and Registrar: The Oconee County Treasurer or a bank or trust company selected by the County Administrator will act as Paying Agent and Registrar for the Bond.

Bid Requirements: Bidders shall specify a single, fixed rate of interest per annum which the Bond is to bear. For purposes of bid computations, it is assumed the Bond will be dated _____, 2019. The Bond is being sold at par. A bid for less than the entire issue, or a bid at a price less than par, will not be considered. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval. All proposals must specify the amount of all commitment and other fees the bidder may require the County to pay, if any, and the maximum amount of any out-of-pocket costs and expenses (including, but not limited to, legal counsel fees) for which the County may be required to reimburse the bidder, if any. It is requested, but not required, that your bid be submitted on the attached bid form.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Internal Revenue Code, changes in the bidder's capital requirements or cost of capital, or for any other reason (other than loss of tax exemption due to the actions or omissions of the County) will be rejected.

Adjustment of Principal Amount and/or Maturity Schedule: The County reserves the right to adjust the aggregate principal amount of the Bond, or the principal repayment schedule of the Bond. The County anticipates that it will adjust the principal repayment schedule of the Bond in order to achieve approximately level annual debt service. In the event of any such adjustment, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, for purposes of the County's evaluation of the bids, true interest cost will be determined solely on the basis of the Bond offered, without taking into account any adjustment to the aggregate principal amount of the Bond, or to the principal amount of any maturities of the Bond, pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any adjustment to the principal amount or maturities of the Bond as described herein.

Award of Bid: The Bond will be awarded to the bidder that provides the most advantageous proposal, as determined by the County in its sole and absolute discretion. Proposals will be evaluated on various factors, including the interest rate, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The interest cost of the Bond will be determined on a lowest true interest cost (TIC) basis. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bond, respectively (computed at the interest rate specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months), to the dated date of the Bond, results in an amount equal to the price bid for the Bond. In the case of a tie bid for the Bond, the winning bid will be the first of the tied bids to have been received. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids are anticipated to be accepted or rejected no later than 5:00 p.m., South Carolina time, on the date of the sale. Any fees or charges of the bidder to be paid by the County will be treated as additional interest.

Good Faith Deposit: No good faith check is required.

Purpose: The Bond is being issued for the purpose of defraying the costs of acquisition of a rescue pumper fire truck for the Fire District and costs of issuance of the Bond.

Security: For the payment of the principal and interest of the Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit and taxing power of the County are hereby irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on the Bond.

[Initiative and Referendum: Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended, provides that within 60 days after the enactment of any ordinance authorizing the issuance of general obligation bonds, a petition signed by 15% of the qualified electors of the County may be filed with the Clerk to County Council requesting that the ordinance be repealed. The Ordinance authorizing the Bond was enacted on February 19, 2019. In the event that such a petition is filed, the County reserves the right to rescind the award of the sale of the Bond without any liability to the County.]

Legal Opinion: The issuance of the Bond is subject to the approving opinion of Burr Forman McNair, Bond Counsel, as to the validity of the issuance of the Bond under the Constitution and laws of the State.

Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Bond, including, among other things, permitted uses and investment of the proceeds of the Bond and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Bond becoming subject to federal income taxation retroactive to the date of issuance of the Bond. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Bond from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest on the Bond to be taxable retroactively to the date of issuance.

Interest on the Bond is not an item for tax preference for purposes of the federal alternative minimum tax.

The Purchaser of the Bond should consult its tax advisors with respect to collateral tax consequences of ownership of the Bond, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.

[Bond "Bank Qualified": The County has designated the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

South Carolina Taxation: The interest on the Bond is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the South Carolina Code of Laws 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Bond will be included in such computation.

Financial Advisor: Compass Municipal Advisors, LLC has acted as Financial Advisor to County in connection with the issuance of the Bond. In this capacity, Compass Municipal Advisors, LLC provided technical assistance in the preparation of this Notice of Sale and assisted the County in preparing for this financing.

Certificate of Lender: The successful purchaser of the Bond will be required to execute a Written Confirmation of Lender in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Bond.

Delivery: The Bond will be delivered on or about _____, 2019, in Walhalla, South Carolina. The purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: Bidders may not rely on this Notice of Sale as to the complete information concerning the Bond. Persons seeking additional information should communicate with:

Ladale V. Price
Oconee County, South Carolina
Finance Director
864.638.4235
email: lprice@oconeesc.com

Michael W. Burns, Esq.
Burr Forman McNair
864.271.4940
email: mburns@burr.com

Brian Nurick
Compass Municipal Advisors, LLC
Managing Director
803.733.1604
e-mail: brian.nurick@compassmuni.com

Brandon T. Norris, Esq.
Burr Forman McNair
864.271.4940
email: bnorris@burr.com

Oconee County, South Carolina

Exhibit A

FORM OF WRITTEN CONFIRMATION OF LENDER

[Date of Closing]

Oconee County, South Carolina
Walhalla, South Carolina

Burr Forman McNair
Greenville, South Carolina

Compass Municipal Advisors, LLC
Columbia, South Carolina

\$ _____ General Obligation Bond (Keowee Fire Tax District), Series 2019

Ladies and Gentlemen:

The undersigned, on behalf of [NAME OF LENDER], as purchaser of the above-referenced Bond (the "*Lender*"), has agreed to purchase the above-referenced Bond issued by Oconee County, South Carolina (the "*County*").

The Lender hereby represents to you that:

- (1) The Bond is non-transferable or restricted to transfer to acquirers similar to Lender.
- (2) The Bond may be transferred through participation or syndication only.
- (3) The financing arrangement between the Lender and the Bond is represented solely by the Bond, which is a contract between the parties thereto.
- (4) The Bond is not rated by a credit rating agency.
- (5) The Bond is not assigned a CUSIP number.
- (6) Assignment of Lender's rights under the Bond is subject to the terms and conditions of the Bond.
- (7) There is no agreement facilitating creation of a market for trading, such as a marketing or remarketing agreement or continuing disclosure agreement, with respect to the Bond or any obligations thereunder.
- (8) The terms of the Bond have been negotiated between Lender and the County.

- (9) The obligations of the Lender under the Bond will be those of the Lender, not the securities affiliate of the Lender.
- (10) Lender will treat the transaction contemplated by the Bond as a loan, not a security, for accounting and regulatory purposes.
- (11) Registration is in physical form, in name of the Lender.
- (12) The Lender has sufficient knowledge and experience in financial and business matters, including those involving loans to public bodies, to be able to evaluate the risks and merits of the credit represented by the purchase of the Bond.
- (13) The Lender understands that no official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the County and the Bond is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Bond, and other material factors affecting the security for and payment of the County's obligations under the Bond.
- (14) The Lender acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the County, to which a reasonable lender would attach significance in making credit decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Bond and the security therefor, so that as a reasonable lender, it has been able to make its decision to purchase the Bond.
- (15) The Lender understands that the scope of engagement of Burr Forman McNair, as Bond Counsel, with respect to the Bond has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Bond.

[LENDER]

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 22, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2019-07 “AN ORDINANCE TO AMEND CHAPTER 22 OF THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED PARKS, RECREATION, AND TOURISM; AND OTHER MATTERS RELATED THERETO.”

BACKGROUND DESCRIPTION:

Ordinance 2019-07 will revise and amend Chapter 22 of the Oconee County Code of Ordinances in order to make the ordinance clearer, to remedy any grammatical or typographical ambiguities, and to effect the following substantive changes:

1. To make clear that park rangers must be appointed as code enforcement officers in order to exercise certain powers.
2. To outline the powers and jurisdiction of park rangers serving as code enforcement officers.
3. To make clear that park rangers will not carry firearms and will not make custodial arrests (those powers being reserved to traditional law enforcement personnel).
4. To delineate the lawful use of manned or unmanned aircraft, or other aviation devices, at County Parks.
5. To add current park “policies” to the Ordinance.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS

Attachment A

STAFF RECOMMENDATION [Brief Statement]:

It is staff’s recommendation that Council consider first reading of Ordinance 2019-07.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-07**

**AN ORDINANCE TO AMEND CHAPTER 22 OF THE
OCONEE COUNTY CODE OF ORDINANCES, ENTITLED
PARKS, RECREATION, AND TOURISM; AND OTHER
MATTERS RELATED THERETO.**

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

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

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 22 of the Code of Ordinances, entitled “Parks, Recreation, and Tourism,” primarily by modifying the language relating to County park rangers serving as code enforcement officers, among other matters; and

WHEREAS, County Council has therefore determined to modify Chapter 22 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Chapter 22 of the Code of Ordinances, entitled *Parks, Recreation, and Tourism*, is hereby revised, rewritten, and amended to read as set forth in “Attachment A,” which is attached hereto and incorporated herein by reference.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

Chapter 22 - PARKS, RECREATION, AND TOURISM

ARTICLE I. - IN GENERAL

Sec. 22-1. - Waterfowl and game sanctuary.

- (a) *Established; restrictions.* The portion of the watershed lake located on property owned by Oconee County ("County"), adjacent to Hunter's Run Subdivision and near the Lakeview Rest Home in the area on the eastern side of the lake extending to a dirt road presently existing, is hereby designated as a waterfowl sanctuary or preserve. The portion of property owned by the County, adjacent to the waterfowl sanctuary or preserve and lying north of County Road TU 7 that is presently in pasture and contains approximately 41.5 acres, is hereby designated as an all-game preserve or sanctuary. The entire portion of property owned by the County, lying north of County Road Number TU 7, is hereby declared to be restricted from the discharge of firearms.
- (b) *Prohibited and permitted acts.*
- (1) It shall be unlawful for any person to hunt, maim, trap, and/or kill wild game, particularly waterfowl, on, in or over the areas designated as a waterfowl sanctuary or preserve pursuant to subsection (a) of this section and/or the area designated as an all-game preserve or sanctuary pursuant to subsection (a) of this section.
 - (2) It shall be unlawful for any person to discharge a firearm on, in, or over the entire portion of property owned by the County designated in subsection (a) of this section.
 - (3) Nothing contained in this section shall be construed to prohibit fishing, swimming, or boating in the watershed lake.
- (c) *Penalty for violation of section.* Any person found violating any portion of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Sec. 22-2. - Regulation of traffic on Poor Farm Lake.

- (a) *Prohibited acts.* It shall be unlawful for any person to operate or use any type of motorized vehicle upon any real property owned by the County located in the Wagner Township of Oconee County, South Carolina, and in particular, that property upon which is designated as Water Shed Dam 1-A, commonly known as Poor Farm Lake, except upon such roadways as are clearly marked or designated for vehicular traffic. This prohibition shall not apply to duly constituted and authorized federal, state, or local government personnel, agents, or officers engaged in the lawful performance of their duties.
- (b) *Penalty for violation of section.* Any person found violating any portion of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Secs. 22-3—22-30. - Reserved.

ARTICLE II. - RESERVED

Secs. 22-31—22-70. - Reserved.

ARTICLE III. - CODE ENFORCEMENT OFFICERS

Sec. 22-71. - Legislative findings.

The Oconee County Council (“County Council”), as the governing body of the County, is authorized to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County pursuant to the provisions of S.C. Code § 4-9-145. The County Council, incident to the enactment of this section, finds that code enforcement powers should be conferred upon certain County park rangers in order to promote the proper security, general welfare, and convenience of the County in relation to County parks and recreation areas.

Sec. 22-72. - Appointment authorized.

The County Council, as the governing body of the County, shall appoint and commission such code enforcement officers from time to time as may be necessary for the proper security, general welfare and convenience of the County, as provided by S.C. Code § 4-9-145.

Sec. 22-73. - Terms of office.

Code enforcement officers commissioned by the County Council pursuant to the provisions of this article shall hold such commission for the duration of their employment, unless the same is terminated earlier at the discretion of the County Council.

Sec. 22-74. - Powers and authority.

County code enforcement officers appointed pursuant to the provisions of this article:

- (1) Shall be appointed and commissioned for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, the code enforcement officers shall not perform any custodial arrests in the exercise of their duties.
- (2) Shall have code enforcement authority extending throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances and regulations that are related to the proper security, general welfare, and convenience of the County as regards County parks and recreation areas. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

Secs. 22-75—22-110. - Reserved.

ARTICLE IV. - USE OF PARKS AND RECREATION AREAS

Sec. 22-111. - Authority of the Director of the County Parks, Recreation and Tourism Department; implementation of rules.

The Director of the County Parks, Recreation and Tourism Department (the "Director"), with the approval of the County Administrator, shall have the authority to implement necessary rules and regulations concerning the conduct, admission, and regulation of users of all County parks and recreation areas open to the general public, not inconsistent with the provisions of this article. The Director shall notify the County Council Clerk and the County Council in writing 30 days prior to the implementation of such rules and regulations. The County Council may change any rules upon a majority vote of the Council with a quorum present.

Sec. 22-112. - Violations of County parks and recreation areas rules; trespass; notice; appeals.

Any person who is directed by County parks and recreation area officials or law enforcement officials to abandon or leave a County park and recreation area for violation of park and recreation area rules or violations of this article, and who, after such notice, refuses to do so, as directed, shall be guilty of trespass and punished in accordance with the dictates of this article. If a person refuses to comply with County parks and recreation area rules or has multiple violations of County parks and recreation area rules, the Director or his designee may expressly notify such person, in writing, via a "Trespass Notice," that such person no longer has permission to use County parks or recreation areas. After a period of one year from the issuance of the Trespass Notice, unless a shorter time is indicated on the notice, the subject person may petition the Director for permission to again utilize County parks and recreation areas. Any person who receives such notice may appeal the Director's decision to the County Council. After receiving such notice, any person who violates the restrictions set out in the Trespass Notice shall be guilty of trespass and shall be punished in accordance with the dictates of this article.

Sec. 22-113. - Penalty for violation of article.

Any person violating the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Sec. 22-114. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverages and *alcoholic liquors* means any beer, malt, wine, spirits, liquors, or other beverages whose sale is regulated and licensed by the state alcoholic beverage control commission.

Corps means the United States Army Corps of Engineers.

County parks and recreation areas means all public parks, public recreation areas, and associated or related facilities, which are owned, operated and/or maintained by Oconee County, and which are located in the unincorporated portions of the County, including public access areas, public recreation areas, camping areas, and all areas designed and established for the use of the public, to include those areas for the parking of motor vehicles, to gain access to Lake Hartwell, Lake Jocassee, Lake Keowee, Chauga River, Ramsey Creek, and all other rivers, streams, and waters located within the boundaries of the County, as well as parking and recreational areas for access to public lands and the Sumter National Forest, or other wilderness

areas. Excluded from this definition are all municipal, state, or federal parks and recreation areas and facilities, which are located within the County, but which are outside of the jurisdiction of Oconee County government.

Hartwell Lake Recreation Areas means all public parks, public recreation areas and facilities located on or adjacent to Hartwell Lake in the County under the concurrent jurisdiction of the United States Army Corps of Engineers and the Oconee County Sheriff's Office as well as properties leased to Oconee County for recreation management.

Parks, Recreation and Tourism Department means the Oconee County Parks, Recreation and Tourism Department.

Sec. 22-115. - Prohibited acts.

It shall be unlawful for any person to commit any of the following acts at any County park or recreation area:

- (1) Destroying, defacing, disturbing, disfiguring, or removing any part of any building, sign, structure, or equipment.
- (2) Destroying, cutting, breaking, removing, defacing, mutilating, injuring, taking, or gathering any tree, shrub, other plant or plant part, rock, mineral, or geological feature except by permit issued by the Parks, Recreation and Tourism Department.
- (3) Building any fire in any place other than those specifically designated for such a purpose.
- (4) Disposing of litter, garbage, or other refuse in places or receptacles other than those specifically provided for such purpose. Such unlawful disposing of litter, garbage, or refuse shall include:
 - a. Dumping any refuse or waste from any trailer or other vehicle except in places or receptacles provided for such use.
 - b. Cleaning fish or food, or washing clothing or articles for household use in any sink or at any faucet located in restrooms.
 - c. Polluting or contaminating any water used for human consumption.
 - d. Using County park or recreation area refuse containers or facilities for dumping household or commercial garbage or trash brought as such from private property.
 - e. Depositing, except into receptacles provided for that purpose, any body waste, or depositing any bottles, cans, clothes, rags, metal, wood, stone, or other damaging substance in any fixture in any restroom or other structure.
- (5) Possessing any firearm, air gun, explosive, or firework, except by duly authorized park personnel, law enforcement officers, or persons using areas specifically designated by the Director of the Parks, Recreation and Tourism Department and/or the Corps for use of firearms, air guns, fireworks, or explosives.

- (6) Operating vehicles in a careless manner, or in excess of posted speed limits, or in areas other than those specifically intended for vehicular traffic. A violation of any of the following provisions constitutes the unlawful operating of a vehicle:
- a. Motorbikes, minibikes, mopeds, motor scooters, go-carts, and any other types of motorized vehicles shall not be driven in any area or on any trail not intended for their use. Only licensed and insured motorized vehicles shall be allowed on park or recreation area roads, unless specifically approved by the Director of the Parks, Recreation and Tourism Department or the park superintendent.
 - b. No motorized vehicle of any kind shall be allowed on horse trails, hiking trails, or beach areas unless utilized for ADA mobility.
 - c. Motor vehicles shall not be driven on roads in developed recreation sites for any purpose other than access into or egress out of the site by persons lawfully using or occupying such areas.
 - d. No motorized vehicle of any kind shall be operated at any time without a muffler in good working order, or in such a manner as to create excessive or unusual noise or annoying smoke, or using a muffler cutoff, bypass or similar device.
 - e. No person shall excessively accelerate the engine of a motor vehicle or motorcycle when such vehicle is not moving or is approaching or leaving a stopping place.
 - f. Vehicles shall not be permitted in a cabin or camping area unless the operator thereof is a registered guest within the area, except for the express intent of renting such area or with prior permission of authorized park officials.
 - g. Electric golf carts may be operated at all County parks and recreation areas subject to the following regulations:
 - i. All carts must have a valid registration with the Department of Motor Vehicles, display the Department of Motor Vehicles' decal at all times, and carry proof of insurance.
 - ii. Golf carts shall only be driven by people with a valid driver's license who are named insured on the golf cart's insurance policy.
 - iii. Golf carts shall only be driven on park or recreation area roads.
 - iv. Golf carts shall only be driven from one park or recreation area facility to another; cruising is prohibited.
 - v. No golf carts shall be operated after 10 p.m. except for emergencies and/or trips to the bath house(s).
 - vi. Only golf carts with headlights and taillights may be driven between sunset and sunrise.
- (7) Using privately owned boats or gasoline motors on any waters lying within the jurisdiction of the County in a reckless or careless manner or in violation of any posted rules and regulations including, but not limited to, wake zones.
- (8) By way of example and not limitation, the following are generally prohibited from taking off, landing, or operating on or within County parks and recreation areas:

airplanes, including ultralight aircraft; unmanned flying aircraft (drones, unmanned aircraft systems, remote controlled model aircraft, and the like); balloons; parachutes; or other apparatus for aviation. In some limited circumstances, certain of these machines may be operated within designated areas of County parks and recreation areas after the operator obtains a special activity permit.

- (9) No person using or occupying public park and recreation area, which come within the Hartwell Lake Recreation Areas, as defined in section 22-114 and/or within the jurisdiction of the County Parks, Recreation and Tourism Department, as defined in section 22-114, shall possess or consume any alcoholic beverage, of any type. The County Council may, however, allow a County park or recreation area to be used for a private social function at which alcoholic beverages may be legally consumed at such place, time, and circumstances as allowed by the Council.
- (10) Acting in a disorderly manner or creating any noise which would result in annoyance to others. Acting in a disorderly manner shall include inciting or participating in riots, or indulging in boisterous, abusive, threatening, indecent, or disorderly conduct or other breaches of the peace. In addition to other authorized penalty provisions, anyone in violation of this subsection may be ejected from the park or recreation area and shall not be entitled to a refund of any fee or rental.
- (11) Entering or remaining within the limits of the park or recreation area while in an intoxicated or drug-impaired condition.
- (12) Operating or using audio devices, including radio, television, musical instruments or any other noise producing devices, such as electrical generators, and equipment driven by motor engines, in such a manner and at such times as to disturb other persons, and no person shall operate or use any public address system, whether fixed, portable or vehicle mounted, except when such use or operation has been approved by the Director of the Parks, Recreation and Tourism Department, the park superintendent or Corps officials.
- (13) Engaging in or soliciting business within a park or recreation area except where authorized by the Director of the Parks, Recreation and Tourism Department, and no person shall distribute, post, place or erect any bills, notices, paper, or advertising device or matter of any kind without consent of the Director of the Parks, Recreation and Tourism Department.
- (14) Swimming in areas not designated for the purpose and/or failing to obey all posted rules while swimming.
- (15) Bringing a dog or any other animal into a park or recreation area unless it is crated, caged or upon a leash not longer than six feet or otherwise under physically restrictive control at all times. For this purpose:
 - a. No person shall leave any dog or other animal unattended within any park or recreation area.
 - b. No person shall keep in a park or recreation area a noisy, vicious, or dangerous dog or animal, or one which is disturbing to another person after he has been asked to remove such animal.

- c. No person shall bring a saddle, pack, or draft animal into a site, which has not been developed to accommodate it.
 - d. No person shall bring an animal into any beach area, except where such animal is necessary to assist the owner with a physical handicap.
 - e. The owner of any animal shall be responsible for cleaning up and properly disposing of any waste from such animal.
- (16) Entering a facility or area without regard to restrictions on public use. These restrictions on public use shall include the following provisions and a violation of such provisions shall be considered to be a violation of this subsection:
- a. All County parks and recreation areas shall be closed between the hours of 10:00 p.m. and 7:00 a.m. each day, including Sunday. The Director of the Parks, Recreation and Tourism Department, with the approval of the County Council, may designate different hours of operation for the various County parks or recreation areas. It shall be unlawful for any person to enter or to remain in such public parks, recreation areas and facilities during closed hours, with the following exceptions:
 - 1. When such use or entry is for the exclusive purpose of launching or removing boats, and then only if such launching and retrieval of boats takes place within a reasonable time;
 - 2. Those areas contained and encompassed in such parks or recreation areas designated for camping or occupancy by recreational vehicles, and then only if such occupants are lawfully engaged and occupied in camping and/or parking of recreational vehicles or are the invited guests of any person so lawfully occupied;
 - 3. When such use or entry is for the exclusive purpose of fishing and then only if such persons who are fishing are not disturbing others in the surrounding area.
 - b. No person shall make, use, or gain admittance or attempt to use or gain admittance to facilities within any County park or recreation area, for which a charge is made, without paying the fee.
 - c. No person shall remain in any County park or recreation area if he refuses to pay the required fee to enter and use the park or recreation area.
 - d. No person shall enter any park or any park or recreation area when it is closed to the public.
 - e. No person shall willfully provide erroneous information for any campsite or cabin registration.
 - f. No person shall occupy a campsite for a consecutive period longer than thirty (30) days without permission from the Director of the Parks, Recreation and Tourism Department or the park superintendent.
- (17) Killing, harming, or harassing any mammal, bird, reptile, or amphibian or hunting in any area except those areas designated for hunting.

- (18) Only campers and their guests are allowed in a campground. Cruising is prohibited in campgrounds.**
- (19) All camping units must have current license plate or registration in order to camp. Campers must be at least eighteen (18) years old and have a valid picture ID to register for camping. Campers are responsible for their guests.**
- (20) Camping is allowed only at designated sites. Only one (1) camper and one (1) tent, or two (2) tents are allowed per site, and not more than two (2) vehicles and six (6) persons, including visitors are permitted. Washing of vehicles, campers, or boats on site is prohibited**
- (21) All guests must leave the park before gate closing time unless staying overnight. A fee will be charged for opening a gate for other than emergencies.**
- (22) All posted speed limits and other regulations shall be followed.**
- (23) Due to underground wiring, digging and/or trenching is prohibited. The use of wood, fiberglass, or plastic tent stakes is permitted**
- (24) Day use recreation areas and picnic areas are available on a first come first serve basis unless reserved. The Recreation building and some shelters are available by reservation only.**

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 22, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

ORDINANCE 2019-08: "AN ORDINANCE TO AMEND OCONEE COUNTY'S ROAD ENCROACHMENT PERMIT POLICY AND ENCROACHMENT PERMIT APPLICATION; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2019-08 will update and amend Oconee County's road encroachment permit policy and permit application by clarifying grammatical ambiguities, rewording the indemnification and hold harmless language that inures to the benefit of the County, and clarifying the nature of various encroachment permits in relation to the County's legal interest in the subject road, right-of-way, or easement.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council consider first reading of Ordinance 2019-08.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-08**

**AN ORDINANCE TO AMEND OCONEE COUNTY'S ROAD
ENCROACHMENT PERMIT POLICY AND ENCROACHMENT
PERMIT APPLICATION; AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by Section 4-9-30, South Carolina Code, 1976, as amended (the "Code"), among other sources, to provide for a system of public works, including roads and bridges, for the County, and to assess property and levy ad valorem property taxes and uniform service charges for functions and operations to the County, including, but not limited to, appropriations for such general public works, including roads; and

WHEREAS, Oconee County Council has heretofore, by and through Chapter 26 ("Roads and Bridges") of the Oconee County Code of Ordinances (the "County Code"), provided for certain policies, procedures, fees, and other funding pertaining to the roads and bridges portion of the public works program of Oconee County; and

WHEREAS, pursuant to O.C. Code § 26-7(e), Oconee County Council deems it necessary and proper to amend the County's Encroachment Permit Policy and Encroachment Permit Application, in the form attached hereto as Exhibit A, which shall govern excavations within, encroachments upon, and other alterations of county-maintained roads, rights-of-way, and easements.

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

1. Oconee County's Encroachment Permit Policy and Encroachment Permit Application are hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT

ENCROACHMENT PERMIT POLICY

I. GENERALLY

1.1 It shall be unlawful for any utility, business, entity, or individual to excavate within, encroach upon, or in any other way alter a County-maintained road, easement, or right-of-way, except in accordance with Oconee County Code of Ordinances (the "Code"), Section 26-7 (the "Section"), and this Policy.

1.2 Any utility, business, entity, or individual desiring to excavate within, encroach upon, or in any other way alter a County-maintained road, easement, or right-of-way shall notify the Oconee County Roads and Bridges ("OCR&B") department of the proposed activity by submitting an application for an Encroachment Permit ("Permit"). A Permit ensures that all activities will be performed in accordance with applicable design and construction standards; that anyone working within the County-maintained road, easement, or right-of-way shall have sufficient insurance necessary to safeguard the public interest; that facilities will be properly located within the right-of-way to prevent obstruction of and damage to existing facilities and public and private property; and that all activity will be performed in accordance with applicable federal, state, and local law, as well as this Policy.

1.3 A copy of an issued Permit shall be maintained by the Applicant / Permittee (Applicant becomes Permittee after issuance of an Encroachment Permit) and kept at the worksite at all times during the permitted activity, except for Annual Blanket Permit holders, which are only required to notify the OCR&B department of work recently performed. Failure to obtain a Permit or failure to comply with the terms of a Permit shall result in a civil penalty of \$500 per day. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and shall be punishable pursuant to Section 1-7 of the Code. Upon issuance of a civil penalty, all activity at the worksite must immediately stop until the penalty has been paid in full and a Permit has been issued or the Applicant / Permittee complies with the terms of the existing Permit. Failure to stop the activity at the worksite after issuance of a civil penalty constitutes a separate offense under the Code.

1.4 If a bond is required by the Code or hereunder, a surety bond, cash bond, or Irrevocable Letter of Credit from an accredited lending institution must be posted with Oconee County prior to issuance of the Permit and will be held for a period of eighteen (18) months after all permitted work has been completed. The cash / bond is refundable after the eighteen (18) month period upon a final inspection by the OCR&B department, confirming that all work has been satisfactorily completed.

II. ENCROACHMENT PERMITS ("PERMITS")

2.1 Permits must be obtained at least forty-eight (48) hours prior to initiating any activity within a County-maintained road, easement, or right-of-way. Permit application forms and a schedule of required fees and security, as amended periodically by County Council, shall be made available upon request to the Oconee County Roads and Bridges department, located at 15022 Wells Highway, Seneca, South Carolina (864-886-1072).

2.2 The Applicant / Permittee should be familiar with the proposed activity within the County-maintained road, right-of-way, or easement, or secure the assistance of a qualified contractor to represent the Applicant / Permittee, and should be prepared to discuss the proposed activity with the OCR&B department at the time of application. The Applicant / Permittee shall be required to submit a sketch or drawing with each Permit application. Depending upon the complexity of the proposed activity (as determined by the OCR&B department) three sets of detailed engineering plans may be required to provide sufficient information regarding the horizontal and vertical placement of the proposed facilities, such as the area of placement, proximity to existing facilities, safety measures needed to protect the public, and methods of protection of public and private facilities from damage during and after construction.

2.3 Except as noted below, licensed, insured, and bonded contractors, or utility companies shall be required to perform all activities within the County-maintained road, right-of-way, or easement. The issuance of Permits to individuals shall be restricted to situations where the nature of the encroachment is such that a licensed, insured, and bonded contractor is not required to ensure and protect the integrity of the roadway and the safety of the public, and to situations involving the installation of driveways (where the use of licensed, insured, and bonded contractors may be required, but the Permit will nevertheless be issued to individual owners of property involved). Permits, however, shall not be issued to individuals without the use of a licensed, insured, and bonded contractor if the proposed activity requires compaction of fill, erosion protection measures, or other activities that would place at risk the integrity and stability of the County-maintained road right-of-way, in any event.

2.4 A contractor or utility company acting as an authorized agent for an Applicant / Permittee may secure a Permit, upon sufficient proof of such agency, or authority. However, by signing the application, the agent as well as the Applicant / Permittee accepts all responsibility for all activity associated with the Permit and both must sign the application.

2.5 Permits shall be valid for a period of time not to exceed ninety (90) days from the date of issuance, unless specifically approved for a longer period of time by the OCR&B department. A Permit may be extended for an additional reasonable period of time, upon good cause shown, as determined by the OCR&B department. Applicants / Permittees or their agents working under an expired Permit shall be subject to the same penalties as an individual or entity working without or failing to comply with the terms of a Permit.

2.6 The Applicant / Permittee, or any agent or employee of the Applicant / Permittee, shall obtain all necessary information related to the existence and location of all existing surface and underground facilities. The Applicant / Permittee shall defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to work permitted by the County pursuant to an encroachment permit, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights.

2.7 Upon completion of the permitted activity, the Applicant / Permittee shall restore the County-maintained road, right-of-way, or easement to its original condition, pre-construction, ensuring that all repairs conform to the requirements contained in the current edition of the SCDOT Standard Specifications for Highway Construction Manual, the Permit, this Policy, and the Code. Eighteen (18) months after completion of the permitted activity, security funds held by the County, if any, shall be returned to the Applicant / Permittee, provided the OCR&B department, upon final inspection, approves the work. If the OCR&B department deems the repair to be unacceptable, then it shall notify the Applicant / Permittee of the unacceptable work, and provide the applicant thirty (30) days to correct it, before permanently retaining the security to properly repair and restore the County-maintained road, right-of-way, or easement to its original condition. Once the County-maintained road, right-of-way, or easement has been properly repaired, excess security funds held by the County, if any, shall be returned to the Applicant / Permittee. The OCR&B department reserves the right to correct, or have corrected, any problems arising from an encroachment on a County road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervision, and administration) to the Applicant / Permittee or charged against its surety.

2.8 The OCR&B department may refuse to issue a Permit if any monies are due from the Applicant / Permittee or for inadequate past performance on the part of that Applicant / Permittee that was not corrected after notice from the County.

2.9 For driveways, or driveway culverts and aprons, abutting any County road, right-of-way, or easement, any driveway must have an approved encroachment permit from the County before any work takes place. There exists a standard inspection fee covering one pre-work inspection and one final inspection. If the owner has not properly identified the location at the time of the first inspection, there will be an additional fee for a return pre-work inspection. All driveway aprons along County roads, right-of-ways, or easements, which are installed by Oconee County, shall be billed to the owner at 2.5 times the cost of the materials, in accordance with the Code. Any relocation of utilities, landscaping, or other appurtenances shall be the responsibility of the property owner and the respective utility company.

2.10 All fees hereunder are to be paid at the Oconee County Roads and Bridges department, 15022 Wells Highway, Seneca SC 29678. Phone 864-886-1072

III. MISCELLANEOUS

3.1 All permitted activity on County-maintained roads, rights-of-way, or easements shall be performed in accordance with applicable federal, state, and local laws, rules, and regulations, as well as the Permit and this Policy.

3.2 All permitted activity shall be performed to the satisfaction of the OCR&B department. Permits will not be issued, or will be revoked, for activity that is not performed in accordance with sound engineering and construction principles or otherwise in compliance with the terms of this Policy, including all requirements incorporated herein, all as determined by the OCR&B department.

3.3 Except in emergency circumstances, all activity in the public roads, right-of-way, or easements shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.

3.4 Except in the event of an emergency, the OCR&B department shall be notified at least forty-eight (48) hours in advance of the start of the activity. Should the OCR&B department find work in progress prior to notification by the Applicant / Permittee and/or if the Permit is not posted on-site during construction, work will be stopped until all permit and regulatory requirements have been met.

3.5 As required by law, the Applicant / Permittee must contact the Palmetto Utility Protection Service (PUPS) at 1-888-721-7877 at least three (3) business days before any type of excavation activity commences. The PUPS number must be noted on the Permit.

3.6 All activities within a County-maintained road, right-of-way, or easement shall be conducted in a manner that causes minimal inconvenience to adjacent property owners and the traveling public. Reasonable access to driveways, houses, and buildings adjacent to the site shall be maintained at all times unless previously arranged in writing with the affected party. Any temporary approaches to crossings or intersecting highways shall be pre-approved by the OCR&B department and shall be appropriately maintained. All business establishments or residences within three hundred (300') feet of the site shall be notified by Applicant / Permittee or agent at least twenty-four (24) hours in advance of any activity and shall have access during construction at all times. Any trees, shrubbery, or landscaping damaged by the Applicant / Permittee during the activity shall be replaced as directed by the OCR&B department if owned by the County, or as directed by the owner if on private property.

3.7 No debris, spoils, or stockpiling of materials shall be allowed unless specifically authorized in a Permit. Under no circumstances shall material stockpiles be left in the street or on shoulders of the County-maintained road, right-of-way, or easement overnight.

3.8 Excavations shall be limited to a maximum of one thousand linear feet (1000') of open trench before backfill operations must begin. If any excavation cannot be backfilled immediately, the Applicant / Permittee shall securely and adequately cover the excavation and maintain proper barricades and lighting, to be kept in place from the time of the opening of the excavation until the excavation is surfaced and opened for travel. The OCR&B department may require additional barricading to maintain public safety.

3.9 All concrete forms shall be inspected for consistency with the applicable Permit and this Policy by the OCR&B department twenty-four (24) hours prior to pouring.

3.10 Traffic controls within any Permit site shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition.

3.11 If it should become necessary to move or relocate a facility permitted hereunder, or any part thereof, on account of change in location of the roadway, widening of the roadway, or for any other reason, such moving or relocation shall be done, on reasonable demand of the OCR&B department, at the sole expense of the owner of the facility, and the roadway and facilities shall be restored to their original condition. An additional encroachment Permit shall be required for any such relocation, but the OCR&B department may waive otherwise applicable fees if such relocation is at the County's request.

3.12 If significant damage to the asphalt surface of a County road, right-of-way, or easement occurs or is anticipated to occur as a result of a permitted activity, the OCR&B department has the right, as a condition of the Permit, to require the Applicant / Permittee to resurface (not spot repair) the entire affected road surface within or adjacent to the permitted site. A separate bond in the amount of 125 percent (125%) of the contract cost of resurfacing shall be posted prior to construction.

3.13 In the event of an emergency, an individual or entity may act without a Permit, but shall notify the OCR&B department within twenty-four (24) hours of the emergency response, or as soon thereafter as reasonably practicable. The individual or entity shall then obtain a Permit from the OCR&B department within forty-eight (48) hours of the emergency response, or it will be subject to a civil penalty not to exceed \$500. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and such violation shall be punishable in accordance with Section 1-7 of the Code. If the County will not issue a permit for such work, all work performed must be removed and the site returned to pre-work condition within thirty (30) days after notice from the County that a Permit will not be issued. Failure to do so constitutes a violation of this Policy and will be handled in the same manner as performing work without a permit, and shall result in the same penalty(ies). The OCR&B department reserves the right to correct, or have corrected, any problems related to an improper encroachment (those violating the terms of Chapter 26 of the Code or this Policy or a Permit) on a County road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervision, reasonable attorney fees, and administration) to the violator.

3.14 Activities or conditions typically prohibited from encroachment Permit approval include, but are not limited, to the following:

- Unsafe or poorly maintained driveway aprons. Such improper aprons may be removed by the County.
- Concrete driveways, aprons, and sidewalks.
- Planting of trees and shrubs and other landscaping including fencing, walls, lighting, plantings, and irrigation.
- Landscaped islands and/or medians.

- Privately owned utility (water, sewer, communication, etc.), except for bores crossing the road at 90 degrees.
- Speed bumps/humps.
- Basketball goals (portable or otherwise).
- Unauthorized road markings, paintings, or signage.
- Direct discharge of stormwater on to road surface.

3.15 The County may only authorize encroachments on those County roads, rights-of-way, and easements for which it possesses the right to do so, such as those deeded to the County in fee simple. For other roads, rights-of-way, and easements as to which the County possesses less than a fee simple interest, or which are otherwise encumbered, such as roads for which the County possesses only a prescriptive easement, the County may only permit encroachments consistent with its interests.

IV. PUBLIC UTILITY ANNUAL BLANKET PERMITS

4.1 Public utility companies may apply for an Annual Blanket Permit with the OCR&B department, allowing an unlimited number of permits for all activities that do not disturb the road surface of a County-maintained public road. However, public utility companies shall provide the OCR&B department a weekly report detailing activities performed such as the location of the activity and the type of work performed. Plans are not required for routine maintenance and service connections. It is the intention of this Annual Blanket Permit to cover emergency repairs, routine maintenance, and service connections that do not involve disturbing the road surface.

4.2 Public utility companies that do not desire to apply for an Annual Blanket Permit shall apply for a separate permit for each activity within a County-maintained road, right-of-way, or easement together with applicable fees and/or security.

4.3 Regardless of whether a utility company has obtained an Annual Blanket Permit, separate Permits are required for new or replacement line installations, new or relocated service poles, and any activity disturbing the asphalt surface of a County-maintained road.

4.4 Annual Blanket Permits are valid from July 1 until June 30 (the County's fiscal year). No prorated fees are accepted.

V. FEE SCHEDULE

5.1 Permit Fees

General Permit Fee: \$60.00

Permit Extension Fee: \$10.00

Blanket Permit Fee: \$1,000.00

Re-inspection Fee: \$60.00

Pavement Removed: \$250.00 Permit Fee + \$10.00/sf of pavement removed

Longitudinal Work in R/W: General Permit Fee + \$0.10/linear foot

5.2 Required Bonds

Pavement Cut, Pavement Removed: Permit Fee x 10

Longitudinal Work in R/W: Longitudinal Work Permit Fee x 50

Bonds may be in the form of a Surety Bond, Cash Bond or Irrevocable Letter of Credit. Bond will be waived for an adjacent homeowner who is doing less than 100 linear feet of work or at the discretion of the County Engineer.

VI. APPLICATION FORM (Attached)



OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT
15022 WELLS HIGHWAY
SENECA SC 29678
864-886-1072

PERMIT # _____

ENCROACHMENT PERMIT APPLICATION

EXP. DATE: _____

(Home Owner	(Contractor	PUPS #	
(D/W Installation Requested	(Utility	Locate calls are required by law, call 1-888-721-7877 at least 3 business days before any type of excavation.	
Applicant Name			
Company Name		Contractors License #	
Address:	City	Zip	Phone
PROPERTY OWNER Name			
Address	City	Zip	Phone
Work Location Address of Work Site			ROAD NUMBER:
Nearest Intersecting Road:			
DESCRIPTION OF WORK TO BE DONE:		SQ. FT OF PAVEMENT CUT _____ x _____ = _____	
		LINEAR FT OF NEW INSTALLATION:	
ESTIMATED START DATE:		ESTIMATED FINISH DATE:	

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items. (Applicant becomes Permittee upon permit approval)	
Notify the County inspector if there are any changes to the approved permit.	PERMIT FEE:
Notify the Oconee County Road and Bridges department (864) 886-1072 at least 48 hours before work begins.	
Keep a copy of this permit and approved plans at the work site at all times.	BOND:
Notify County inspector upon completion of activity for final inspection.	DATE:

APPLICANT CERTIFICATION

1. Pursuant to provisions of the South Carolina Code of Laws, the Oconee County Code of Ordinances, specifically Section 26-7, and the Oconee County Encroachment Permit Policy (all of which are incorporated herein by reference) the undersigned Applicant hereby notifies the OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT ("OCR&B") of the Applicant's desire to encroach upon a County-maintained road, right-of-way, or easement to perform the work and install the materials described herein.
2. Description of location: (Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk, curb and gutter, significant drainage structure(s), north arrow, right-of-way width, location of proposed work and facilities with respect to the roadway centerline and the nearest intersecting road on the County system.) Utility companies are required to submit three (3) sets of plans or drawings.
3. The undersigned Applicant hereby requests that the OCR&B department permit construction and/or maintenance of the work described herein. It is expressly understood that the work, if and when constructed, shall be completed in accordance with the sketch attached hereto and made a part hereof. The Applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights-of-Way" and "Standard Specifications for Highway Construction" (made a part hereof by reference) on file in the OCR&B, and all general provisions on the reverse hereof and special provisions below or attached hereto during the installation, operation, and maintenance of said work and/or facilities within the County's road, right-of-way, and/or easement. The Applicant hereby further agrees, and binds its heirs, successors, and assigns to defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to the work permitted hereby, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights.
4. Attach copy of license, insurance and bond to verify capability to perform work.
5. If applicable, attach document to verify authority as agent.

APPLICANT SIGNATURE: _____

DATE: _____

PROPERTY OWNER OR PUBLIC UTILITY AUTHORIZED AGENT CERTIFICATION

I certify to the best of my knowledge, information and belief that:

1. The applicant is capable and understands the terms and agreements of this Application / Permit.
2. The applicant is authorized to perform the work as requested on the application.
3. The proposed encroachment is not contrary or conflicting with any recorded covenants.
4. The work is to be performed in compliance with all applicable federal, state, and local laws and regulations, as well as the provisions of this Application and Permit, and the Oconee County Encroachment Permit Policy.

PROPERTY OWNER

OR AUTHORIZED AGENT SIGNATURE: _____

DATE: _____

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

<u>FEES</u>	<u>Permit fees (non-refundable)</u>	<u>Bonds (if required)</u>	<u>Permit Conditions</u>
(Residential / Commercial	\$60.00	(Road Cut	(Traffic Control (see 3 on back)
(D/ W Installation Requested	2.5 x Materials	Pavement Cut Permit	
(Pavement Cut Fee- Contractor Only	\$250.00 +\$10.00 /sf	Fee x 10 = _____	(Commercial / Utility (must provide 3 sets of Engineering Drawings)
(Permit Extension	\$10.00		
(Re-Inspection Fee	\$60.00	(New Installation	(Residential (drawing or sketch)
(Longitudinal work in ROW	\$60.00 +\$0.10 / lf	Longitudinal Permit	
(Bore Beneath Pavement	\$60.00 +\$0.10 / lf	Fee x 50 = _____	

OCONEE COUNTY Roads and Bridges Department Approval

In compliance with your request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

Date: _____

SPECIAL PROVISIONS: _____

Permit Specialist Review and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.

Approval
Signature: _____

Date: _____

Manager/ Engineer: _____

Date: _____

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection			
Pre-Construction Inspection			
In-Progress Inspection			
Final Inspection			
Additional Inspections			

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

GENERAL PROVISIONS

1. NOTICE PRIOR TO STARTING WORK: The Oconee County Roads and Bridges ("OCR&B") department shall be notified forty-eight (48) hours prior to the permitted activity (also referred to as the "work") commencing pursuant to this Application / Permit, in order that it may be present to view the work as it begins and in progress.
2. PERMIT SUBJECT TO INSPECTION: This Application / Permit shall be kept at the site of the work at all times and must be shown to representative(s) of the County or law enforcement officer(s) on request.
3. PROTECTION OF ROADWAY TRAFFIC: Adequate provisions shall be made for the protection of roadway traffic at all times. Necessary detours, barricades, warning signs, and flagmen shall be provided by and at the expense of the Permittee and shall be implemented in accordance with the MUTCD, Latest Edition. No road will be blocked except in emergency situations. Road closures are prohibited unless approved by the OCR&B department, which will require proper community notification, as determined by the OCR&B department. The work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The Permittee agrees to observe all local, state, and federal laws, rules, and regulations, including specifically, the policies and regulations of the SCDOT and the policies, ordinances, and resolutions of Oconee County, while carrying on the work contemplated herein, and it shall take all other precautions necessary and proper under the circumstances to insure the work is performed in a proper and safe manner.
4. STANDARDS OF CONSTRUCTION: All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining proper drainage. All work shall be subject to the supervision and satisfaction of the OCR&B department.
5. FUTURE MOVING OF PHYSICAL APPURTENANCES: If, in the opinion of the OCR&B department, it should ever become necessary to move or remove any physical appurtenances, or any part thereof, which are associated with the permitted activity, on account of change in location of the roadway, widening of the roadway, or for any other reason, such moving or removing shall be done immediately upon demand of the OCR&B department to Permittee or its successors or assigns, and shall be effected at the expense of the Permittee, its successors or assigns.
6. RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES: If, and when, the physical appurtenances associated with the permitted activity shall be moved or removed, either on the demand of the OCR&B department or at the option of the Permittee, the roadway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
7. COSTS: All work in connection with the construction, maintenance, moving, or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
8. Definitions of important terms are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.
9. PERMISSION OF ABUTTING PROPERTY OWNERS: This Application / Permit does not in any way grant, transfer, or release any right or interests possessed by persons or entities in relation to property on, under, over, or adjacent to the subject work area. The Permittee shall secure any such rights or interests, which are necessary to the work contemplated herein, from such persons or entities. Oconee County may only authorize encroachments or grant easements or rights-of-way, for any purpose, on those County roads for which it owns the right to do so, such as on rights-of-way deeded to the County in fee simple title. For other roads, such as those for which the county owns less than fee simple title, such as roads for which the County has only prescriptive easements, the County may only grant encroachments, easements, and rights-of-way consistent with its interests; for example, the County may be able to permit only surface encroachments.
10. WORK PERFORMANCE
 - (a) Utility Poles shall be placed at the distance from the centerline of the roadway as specifically stipulated herein.
 - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telegraph Lines over each other and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and effective as of date of this Permit.
 - (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet either side shall be continuous without joints.
 - (d) No pavement shall be cut unless specifically authorized herein.
 - (e) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) linear feet of open trench before backfill operations must begin.
 - (f) Underground facilities will be at minimum depths as defined in the Utility Accommodations Manual for the transmittant; as follows: (1) Bury under pavement - 4 feet minimum for hazardous or dangerous transmittant - 3 feet minimum for other lines. (2) Bury under other surfaces - 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation if adequate protection is provided.
 - (g) Work shall be performed in accordance with the SCDOT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way", and "Standard Specifications for Highway Construction".
11. The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for completion, operation, and maintenance of the permitted activity.
12. Permittee is responsible for maintaining reasonable access to private driveways during construction.
13. If a driveway apron adjoining a County road is cut or damaged during the work, it is the responsibility of the Permittee to replace the entire apron.
14. There shall be no excavation of soil within two (2) feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of the OCR&B department, after an opportunity to be heard is given the owner of such line or appurtenant facility.
15. LICENSED CONTRACTOR REQUIRED: Licensed and bonded contractors/subcontractors or utility companies shall be required to perform all work within the County right-of-way unless explicitly waived by the OCR&B department.
16. BONDING OF WORK: If a bond is required, a surety bond, cash bond, or irrevocable Letter of Credit from an accredited lending institution must be posted prior to issuance of the Permit, and it will be held for a period of eighteen (18) months after all work has been completed. The cash \ bond is refundable after said eighteen (18) months, upon a final inspection by the OCR&B department to ensure the work is completed to the satisfaction of the County.
17. The OCR&B department may revoke, annul, change, amend, amplify, or terminate this Application / Permit, in whole or in part, if Permittee fails to comply with any provision contained herein.
18. Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.
19. In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be the sole responsibility of the Permittee.
20. LIABILITY: Applicant/ Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment Permit, whether due to negligence, fault or default of Applicant/ Permittee or not. Such liability of Applicant / Permittee under this encroachment Permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant/ Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant / Permittee in case of any such injury to person or damage to property.
21. INDEMNITY AGAINST LIABILITY: The Applicant / Permittee shall defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to the work permitted hereby, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights. Applicant / Permittee expressly understands and agrees that any performance bond or insurance protection required by this Application / Permit, or otherwise provided by Applicant / Permittee, shall in no way limit its responsibility to indemnify, hold harmless, and defend Oconee County as herein provided. Insurance coverage specified herein constitutes the minimum requirements and shall in no way lessen or limit the liability of Applicant / Permittee. Applicant / Permittee shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its judgment, may be necessary.
22. REVOCATION: Oconee County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted.
23. Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Permit Policy that is included in Oconee County Code of Ordinances: Section 26.

Initials of Applicant

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 22, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

RESOLUTION 2019-01: "A RESOLUTION AUTHORIZING THE OCONEE COUNTY COUNCIL CHAIR TO EXECUTE AND DELIVER THE CONSENT OF OCONEE COUNTY, SOUTH CAROLINA TO THE NOTICE OF TRANSFER OF STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Resolution Ordinance 2019-01 will authorize the County Chair to consent to Charter Communication, LLC's request to transfer its State-Issued Certificate of Franchise Authority to its successor-in-interest, Spectrum Southeast, LLC.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council consider Resolution 2019-01.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2019-01**

A RESOLUTION AUTHORIZING THE OCONEE COUNTY COUNCIL CHAIR TO EXECUTE AND DELIVER THE CONSENT OF OCONEE COUNTY, SOUTH CAROLINA TO THE NOTICE OF TRANSFER OF STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to S.C. Code § 58-12-300, *et seq.*, cable service providers may obtain a South Carolina State-Issued "Franchise," which means "an initial authorization, or renewal of an authorization, issued by a franchising authority regardless of whether the authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, that authorizes the construction and operation of a cable or video services network in the public rights-of-way"; and

WHEREAS, pursuant to S.C. Code § 58-12-310, a person or entity seeking to provide cable or video service in South Carolina must apply to the South Carolina Secretary of State for a state-issued franchise; and

WHEREAS, pursuant to S.C. Code § 58-12-310(C), the Secretary of State is to notify each affected municipality and county of its receipt of the application and must "request from each affected municipality and county: (1) the franchise fee rate imposed on the incumbent cable service provider, if any, as of the date of the application or amended application; (2) the number of public, educational, and governmental (PEG) access channels the municipality or county has activated under the incumbent cable provider's franchise agreement as of the date of the application or amended application; and (3) whether the municipality or county consents to the state-issued certificate of franchise authority sought in the application or amended application and, if such consent is denied, an explanation of the reasons for the denial of the requested consent"; and

WHEREAS, the South Carolina Secretary of State has received one such application from Charter Communications, LLC, which seeks to transfer its State-Issued Certificate of

Franchise Authority to its successor-in-interest, Spectrum Southeast, LLC, which intends to continue to operate in, among other areas, Oconee County, and the Secretary of State has forwarded the application to Oconee County for its response, consistent with the requirements of S.C. Code § 58-12-310(C); and

WHEREAS, the County's incumbent cable service provider¹ is charged a quarterly franchise fee rate of three (3%) percent of its gross revenues from subscribers located within the unincorporated areas of the County; and

WHEREAS, the County's incumbent cable service provider presently provides zero (0) PEG channels; and

WHEREAS, the County has no basis to withhold its consent to the transfer of state-issued franchise.

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

Section 1. Consent Granted. The County consents to the Notice of Transfer of State-Issued Certificate of Franchise Authority, and the Chair of County Council is hereby authorized to execute and deliver the Notice of Application for State-Issued Certificate of Franchise Authority and Request for Information ("Notice of Application") in substantially the same form as Exhibit "A," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Notice of Application and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

SIGNATURE ON FOLLOWING PAGE

¹ "Incumbent cable service provider" means the cable service provider serving the largest number of subscribers in a particular municipality or in the unincorporated area of a county on the effective date of this article."
R2019-01

RESOLVED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Julian Davis, III
Chair, Oconee County Council

EXHIBIT A

See Attached

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



NOTICE OF APPLICATION FOR STATE-ISSUED CERTIFICATE
OF FRANCHISE AUTHORITY AND REQUEST FOR INFORMATION

Pursuant to S.C. Code Section 58-12-310(C), the Secretary of State hereby notifies you that:
On December 27, 2018, Spectrum Southeast, LLC filed an application with this Office for a state-issued certificate of franchise authority or an application to amend a certificate of franchise authority to provide cable or video service in your area. Attached is a copy of the application including a description of the area(s) to be served.

You must complete and return this form to the Office of the Secretary of State within sixty-five (65) days from the date of this request. This form must be received by the Secretary of State's Office no later than March 8, 2019.

1. What is the franchise fee rate imposed on the incumbent cable or video service provider, if any, as of the date of the application or amended application?

Three (3%) percent.

2. How many public, educational, and governmental (PEG) access channels does your municipality or county have activated under the incumbent cable or video provider's franchise agreement on the date of the application or amended application?

Zero (0).

3. Does your municipality or county consent to the state-issued certificate of franchise authority sought in the application or amended application?

Yes.

No.

If your municipality or county does not consent to the authority sought, you must provide an explanation of the reasons for the denial of the requested consent.

Date _____

Signature of Chief Executive of City or County

Type or Print Name

Address

Telephone Number

FILING INSTRUCTIONS

1. This completed form must be returned to the Secretary of State within sixty-five (65) calendar days of the date of the request.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Return to: **Secretary of State
Attn: Cable Franchise Division
1205 Pendleton Street, Suite 525
Columbia, SC 29201**

SPECIAL NOTES

PURSUANT TO STATE LAW, A PERSON OR ENTITY SEEKING TO PROVIDE CABLE OR VIDEO SERVICE MUST HAVE A CERTIFICATE OF FRANCHISE AUTHORITY, EITHER AN EXISTING CERTIFICATE ISSUED BY A LOCAL GOVERNMENT UNDER PRIOR LAW, OR UPON EXPIRATION OF THAT CERTIFICATE ISSUED BY A LOCAL GOVERNMENT, A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE UNDER S.C. CODE OF LAWS §58-12-310(B).

PURSUANT TO S.C. CODE §58-12-310(B)(3), A HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST BEGIN TO DEPLOY SERVICE IN EACH OF THE MUNICIPALITIES AND IN EACH OF THE UNINCORPORATED AREAS OF COUNTIES DESCRIBED IN THE APPLICATION WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OR THE CERTIFICATE BECOMES NULL AND VOID.

PURSUANT TO S.C. CODE §58-12-310(K), THE HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST GIVE WRITTEN NOTIFICATION TO A MUNICIPALITY OR COUNTY OF THE DATE IT WILL ACTUALLY BEGIN PROVIDING SERVICE IN ANY PART OF SUCH MUNICIPALITY OR COUNTY.

RECEIVED

DEC 27 2018

SC SECRETARY OF STATE

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



NOTICE OF TRANSFER OF STATE-ISSUED
CERTIFICATE OF FRANCHISE AUTHORITY

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to S.C. Code Section 58-12-310(F), the undersigned hereby provides notice of the transfer of the certificate of franchise authority.

1. The name of the entity holding the certificate of franchise authority is Charter Communications LLC

2. Date certificate of franchise authority issued 9/12/2006

3. The name of the successor in interest to whom the certificate of franchise authority is being transferred Spectrum Southeast, LLC

4. The street address of the successor in interest is 12405 Powerscourt Drive
Street Address

<u>St. Louis</u>	<u>St. Louis</u>	<u>MO</u>	<u>63131</u>	
<small>City</small>	<small>County</small>	<small>State</small>	<small>Zip</small>	<small>Code</small>

The mailing address of the successor in interest is 12405 Powerscourt Drive

<u>St. Louis</u>	<u>St. Louis</u>	<u>MO</u>	<u>63131</u>	
------------------	------------------	-----------	--------------	--

5. This notice is accompanied by an affidavit signed by an officer or general partner of the successor in interest as required by S.C. Code Section 58-12-310(B) & (F).

Date 12/11/2018

Adam E. Falk
Officer/General Partner's Signature

Adam E. Falk
Type or Print Name

601 Massachusetts Ave NW, Suite 400W
Address

Washington, DC 20001

(202) 370-4205
Telephone Number

**AFFIDAVIT REGARDING TRANSFER OF
STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY**

PERSONALLY appeared before me the undersigned who being duly sworn according to law, deposes and says on oath:

My name is Adam E. Falk and my title/position is Senior Vice President, State Government Affairs of Charter Communications, Inc., the parent company of Spectrum Southeast, LLC. This

affidavit is based upon my personal knowledge of the facts contained in this affidavit. My company is the successor in interest to Charter Communications LLC who holds a Certificate of Franchise Authority. I certify and affirm that all such facts are true and correct. I affirm that my company agrees to comply with all applicable federal and state laws and regulations.

My company is successor in interest to Charter Communications LLC who currently holds a Certificate of Franchise Authority to provide cable or video services in the following areas:

Anderson County	City of Fountain Inn	City of Mauldin	Greenwich County	Town of Campobello	Town of Jacksonville	Town of Summerville
Charleston County	City of Oostee	City of Simpsonville	Laurens County	Town of Central Piedmont	Town of Lockhart	Town of Star
City of Abbeville	City of Greenville	City of Spartanburg	Newberry County	Town of Cowpens	Town of Lyman	Town of West Pelzer
City of Bates	City of Greer	City of Travelers Rest	Condee County	Town of Oconee	Town of Piedmont	Town of Whitman
City of Cherokee	City of Irmo	City of Union	Pickens County	Town of Gray Court	Town of Pelzer	Town of Westminster
City of Clinton	City of Landrum	City of Westland	Spartanburg County	Town of Monks Path	Town of Reidsville	Union County
City of Easley	City of Laurens	City of Woodruff	Town of Blacksburg	Town of Iva	Town of Salem	

(Written description of the municipalities and unincorporated areas of the counties to be served in whole or in part. A map or other graphic representation may supplement, but not substitute for the written description.)

The principal place of business for my company is located at 12405 Powerscourt Drive
St. Louis, MO 63131

The principal executive officers of the applicant are:

Name & Title	Address	Telephone No.
See Attached	12405 Powerscourt Dr., St. Louis, MO, 63131	(314) 965-0555

Dated this 11TH day of December, 2018.

SWORN to and subscribed before me this

11TH day of December, 2018

Janet R. Brangman
Charter Washington DC
Notary Public for

My Commission Expires: 07/31/2023

Adam E. Falk
Officer/General Partner's Signature

Adam E. Falk
Type or Print Name

601 Massachusetts Ave NW, Suite 400W
Address

Washington DC, 20001
Address

(202) 370-4205
Telephone Number

Telephone Number



FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or conformed copy, must be filed with the Secretary of State and the affected municipalities or counties within ten (10) days of the completion of the transfer.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Return to South Carolina Secretary of State
 Attn: Cable Franchise Division
 1205 Pendleton Street, Suite 525
 Columbia, SC 29201

SPECIAL NOTE

PURSUANT TO STATE LAW, A PERSON OR ENTITY SEEKING TO PROVIDE CABLE OR VIDEO SERVICE MUST HAVE A CERTIFICATE OF FRANCHISE AUTHORITY, EITHER AN EXISTING CERTIFICATE ISSUED BY A LOCAL GOVERNMENT UNDER PRIOR LAW, OR UPON EXPIRATION OF THAT CERTIFICATE ISSUED BY A LOCAL GOVERNMENT, A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE UNDER S.C. CODE OF LAWS §58-12-310(B).

PURSUANT TO S.C. CODE OF LAWS §58-12-310(F), THE CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE IS FULLY TRANSFERABLE TO A SUCCESSOR IN INTEREST TO THE APPLICANT TO WHICH IT IS INITIALLY GRANTED, PROVIDED THAT THE SUCCESSOR IN INTEREST FILES WITH THE SECRETARY OF STATE AN AFFIDAVIT THAT COMPLIES WITH THE REQUIREMENTS OF §58-12-310(B). A NOTICE OF TRANSFER MUST BE FILED WITH THE SECRETARY OF STATE AND THE AFFECTED MUNICIPALITIES OR COUNTIES WITHIN TEN DAYS OF THE COMPLETION OF THE TRANSFER.

Principal Executive Officers

Spectrum Southeast, LLC is a wholly owned and indirect subsidiary of Charter Communications, Inc. The officers of Charter Communications, Inc. are as follows:

Thomas M. Rutledge	Chairman and Chief Executive Officer
John Bickham	President and Chief Operating Officer
Christopher L. Winfrey	Chief Financial Officer
David G. Ellen	Senior Executive Vice President
Thomas Adams	Executive Vice President, Field Operations
James Blackley	Executive Vice President, Engineering and Information Technology
Mike Bair	Executive Vice President, Spectrum Networks
Catherine C. Bohigian	Executive Vice President, Government Affairs
Richard J. DiGeronimo	Executive Vice President, Product and Strategy
Richard R. Dykhouse	Executive Vice President, General Counsel and Corporate Secretary
Jonathan Hargis	Executive Vice President, Chief Marketing Officer
David Kline	Executive Vice President, President of Media Sales
Paul Marchand	Executive Vice President, Chief Human Resources Officer
Kathleen Mayo	Executive Vice President, Customer Operations
Philip G. Meeks	Executive Vice President, President of Spectrum Business Enterprise
Tom Montemagno	Executive Vice President, Programming Acquisition
James Nuzzo	Executive Vice President, Business Planning
David Scott Weber	Executive Vice President, Network Operations
Jessica M. Fischer	Senior Vice President, Finance and Corporate Treasurer
Adam E. Falk	Senior Vice President, State Government Affairs

AMENDED AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 22, 2019
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Grant Submission for the FY19 SC Dept of Public Safety - Highway Safety "4-Person Traffic Safety Unit (STEU) Program" seeking grant funding for ~~\$523,269~~. **Change to \$529,005.**

BACKGROUND DESCRIPTION:

- Grant submission deadline is Feb. 1, 2019.
- Seeking 1st year funding for a 4-Person Special Traffic Enforcement Unit (STEU) to include: (3) Road Cpls, (1) Road Sgt., (4) patrol SUV vehicles, officer equipment and a public awareness campaign to: reduce fatalities/collisions, reduce speeding, reduce DUIs/Impaired driving, and increase seat belt and helmet usage.
- Grant application seeking: ~~\$523,269~~ from SCDPS OHSJP. **Change to \$529,005.**
- Cash Match: None (100% grant funding) except for non-allowable costs below.
- Sheriff's Office contributing approx. ~~\$39,500~~ (for items/costs not allowable under SCDPS funding criteria) will need to be budgeted for in the Sheriff's Office FY20-21 budget. **Change to \$46,560.**

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Sharon DeRidder (grant related) or Chief Davis (Sheriff's Office) who will be attending this council meeting.

FINANCIAL IMPACT [Brief Statement]:


_____ Check Here if Item Previously approved in the Budget. No additional information required.
(**) After the conclusion of SCDPS OHSJ "Highway Safety" funding, the Sheriff's Office will commit to funding all STEU efforts, which include: personnel salaries/benefits, any replacement/replenish costs for grant purchased items, continue educational awareness efforts and any STEU vehicle's equipment costs/maintenance.

Approved by :  Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: (**) If SCDP grant is awarded, monies will be budgeted to cover all non-allowable SCDPS OHSJP costs.

Approved by :  Grants

ATTACHMENTS

FY19 SCDPS Sheriff's Office STEU grant application.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the FY19 SCDPS Highway Safety grant application submission to establish a Sheriff's Office 4-Person Special Traffic Enforcement Unit (STEU).

Submitted or Prepared By:

Approved for Submittal to Council:


Department Head/Elected Official


Amanda Brock, Interim County Administrator

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

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

Overview

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY GRANT APPLICATION**

The South Carolina Department of Public Safety, Office of Highway Safety and Justice Programs (OHSJP) administers the federally-funded State and Community Highway Safety Program (commonly referred to as Section 402), and coordinates highway safety activities throughout the state. Each year, South Carolina receives approximately three million dollars in

Section 402 funding. SC uses these and other federal monies to fund sustainable grant proposals aimed at reducing collisions and traffic-related fatalities and injuries. Applicant's proposals must demonstrate a measurable impact on highway and traffic safety; be cost effective; and contain a method of evaluation that substantiates both performance and impact. Highway Safety grant funds are awarded to qualified applicants to create new or expand existing highway safety programs, with the intention that such initiatives continue when grant funding is discontinued. State agencies; non-profit 501(c) 3 organizations, political subdivisions (city and state), and state, local and federally-recognized Indian tribal governments are eligible to apply. The usual grant funding cycle is from October 1 - September 30. The submission deadline is in February of each year.

Application Deadline: 2019-02-01

Application #: T20004

Grant #:

Award Date:

Project Details

Project Title: Oconee County Sheriff's Office Traffic Safety/Speed Enforcement Unit

Project Location: Oconee County

Project Summary (max. 300 characters): This Program will establish a 4-man Special Traffic Enforcement Unit (STEU) to directly impact and reduce fatalities, severe injuries, DUIs/Impaired driving, speeding, and increase seat belt and helmet usage in Oconee County. With a strong, proactive educational component for young drivers/adults.

Program Area: Police Traffic Services: Enforcement

Type of Application: New

Year of Funds: 1

Plan to apply for additional years of funding after first year?: Yes

Agency Details

Agency Name: Oconee County Sheriff's Office

Address: 415 S. Pine St

City: Walhalla

State: SC

9 Digit Zip: 29691-2197

(Area) Phone #: (864) 638-4118

(Area) Fax #: (864) 638-4208

County: Oconee

**Other county/counties
this project will serve:** none

Organization Type: County

Other (specify):

**U.S. Congressional
District:** 3

Budget

CATEGORIES			GRANTOR	TOTAL
PERSONNEL - SALARIES:				
Position Title	Annual Salary/Rate	% of Time On Project		
STEU Corporal (3) at \$39,500 annual salary	118500	100	\$118,500	\$118,500
STEU Sgt (1)	45500	100	\$45,500	\$45,500
TOTAL SALARIES:			\$164,000	\$164,000

PERSONNEL - FRINGE BENEFITS, EMPLOYER PORTION:

(Itemize - i.e FICA, Work, Comp, Retirement, etc.)

Description	Rate	X Base		
Social Security & Medicare (FICA)	0.0765	164000	\$12,546	\$12,546
Retirement	0.1724	164000	\$28,274	\$28,274
Workers Compensation Insurance	0.026778	164000	\$4,392	\$4,392
Unemployment Insurance				
Health Insurance	9139	4	\$36,556	\$36,556
Dental				
Pre-Retirement Death Benefit				
Accident Death Benefit (Police Officers)				
Other (List applicable other fringes in budget narrative)				
TOTAL FRINGE BENEFITS:			\$81,767	\$81,767
TOTAL PERSONNEL:			\$245,767	\$245,767

CONTRACTUAL SERVICES:

(Describe services to be performed)

Description	Cost	Quantity		
			\$0	\$0
TOTAL CONTRACTUAL SERVICES:			\$0	\$0

IN-STATE TRAVEL:

(Itemize-include mileage, airline cost, lodging, parking, per diem)

Description	Cost	Quantity		
Attend SCDPS approved Highway Safety (grant-realted) trainings, seminars and conferences, Mileage on STEU vehicles	49200	1	\$49,200	\$49,200

OUT-OF-STATE TRAVEL:**(Itemize-include mileage, airline cost, lodging, parking, per diem)**

Description	Cost	Quantity		
Attend SCDPS approved Highway Safety (grant-related) trainings, seminars, mileage, and/or Regional-National conferences	3700	2	\$7,400	\$7,400
			TOTAL TRAVEL:	\$56,600

EQUIPMENT (items >= \$1000):**(Itemize - DO NOT use brand names. DO NOT include leased or rented items)**

Item	Cost	Quantity		
In-car camera and accessories	6334	4	\$25,336	\$25,336
Laptop (Up to \$3,000)	1440	4	\$5,760	\$5,760
Lightbar	1800	4	\$7,200	\$7,200
Lighting package	800	4	\$3,200	\$3,200
Mobile radio and accessories	1105	4	\$4,420	\$4,420
Police vehicle with factory accessories	34558	4	\$138,232	\$138,232
Portable radio and accessories	990	4	\$3,960	\$3,960
Radar and accessories	2368	4	\$9,472	\$9,472
Other Transportation cage	1000	4	\$4,000	\$4,000
Lidar and accessories	1592	4	\$6,368	\$6,368
			TOTAL EQUIPMENT:	\$207,948

OTHER (items < \$1000):

Description	Cost	Quantity		
Cellular Data Service	740	4	\$2,960	\$2,960
Decals (OHSJP Required)	450	4	\$1,800	\$1,800
Educational materials (OHSJP Approved)	800	1	\$800	\$800
Fire Extinguisher	52	4	\$208	\$208
Flashlight	200	4	\$800	\$800
Laptop accessories	48	4	\$192	\$192
Laptop mount/docking station	200	4	\$800	\$800
Office supplies	1200	1	\$1,200	\$1,200
Power control center	254	4	\$1,016	\$1,016
Registration fees (For OHSJP approved trainings)	850	1	\$850	\$850
Siren mounting kit	39	4	\$156	\$156

Siren/siren speaker/siren control	389	4	\$1,556	\$1,556
Thermal paper	100	4	\$400	\$400
Traffic safety vest	40	4	\$160	\$160
Vehicle console	166	4	\$664	\$664
Other In-car Printer Kit/Package	328	4	\$1,312	\$1,312
Other Spotlight Driver's side	475	4	\$1,900	\$1,900
Other Flasher System	479	4	\$1,916	\$1,916
			TOTAL OTHER:	\$18,690
			TOTAL PROJECT COST:	\$529,005

Budget Narrative

BUDGET DESCRIPTION: List items under each Budget Category Heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.

Oconee County Sheriff's Office Cash match/In-kind commitment to this STEU Program grant: \$46,560 (see Attachment) The Sheriff's Office will need to purchase the following but not limited to: approx. 3-4 months of "loaned" Sheriff's Office road vehicles so STEU members can be actively conducting traffic enforcement efforts (to include gas and maintenance on four loaned SO vehicles), office space (desk/chairs/office printer/printer paper) so STEU members have a "physical" office setup if not working out of their STEU vehicles, Sheriff's Office will cover any expenses/costs related to PSAs/press releases with local media outlets, (4) \$900/ea Uniform LEO package per STEU (non-allowable by OHSJP, (4) guns and badge holders, (4) belts, (4) boots) (4) Body-Worn camera/set ups (will seek other grant funding), (4) bulletproof vests, (4) agency std. guns and ammunition, (4) sets of agency standard Cpl/Sgt. road uniforms, (4) sets of training uniforms, "loaned" checkpoint supplies (cones, banner, lighting, generator) for entire grant period, any Overtime by STEU members, and enclosed trailer for the 1st year of STEU efforts (will seek checkpoint supplies on 2nd year of OHSJP funding). The continued Sheriff's Office commitment is to have County/Sheriff's Office Fleet Maintenance personnel install and/or outfit all the four new STEU vehicles and STEU laptops and STEU radios set up to include but not limited to installation supplies needed. Personnel Salaries: Seeking three (3) Corporals designated as a "Special Traffic Enforcement Unit/STEU" Corporal w/ salary in the mid range of the Sheriff's Office current pay grade for a Road Cpl. being \$39,500 x 3 Cpls positions = \$118,500. Seeking one (1) Sergeant designated as "Special Traffic Enforcement Unit/STEU" w/ a salary in the mid range of the Sheriff' Office current pay grade for a Road Sgt. being \$45,500. This Sgt. will maintain stats, schedules (working shifts, public speaking events, courtroom hearings, etc.), reporting of STEU activities, LEO Network meetings, grant duties, Personnel Benefits: (3) Corporals (STEU) totaling: based on federal/state/county approved rates \$10,889 for SS, retirement and Worker's Comp at the \$39,500 salary rate x 3 Cpls. = \$32,667 (1) Sgt. (STEU) totaling \$12,543 for SS, retirement and Worker's Comp at the \$45,500 salary rate x 1 Sgt. = \$12,543 - Unemployment event an LEO officer is injured while On-the-job will be the County's responsibility and costs. - Heath at \$9,139/officer includes: medical, dental, eye, and accident death benefit paid by the county. In-State Travel: - For the STEU unit/4-man (or possibly only 2 members attending at one time) attending prior approved (SCDPS) training, seminars and/or conferences directly related to this FY19 Highway Safety STEU grant. This will be limited to attending up to four (4) different trainings based on grant-related duties. This will include: specific materials, parking, tolls, travel to/from locations, per diem based on SC State rates, lodging is based on GSA rates, certifications of grant-funded equipment, attend monthly grant-related Network meetings with other law enforcement agencies, etc. (**) Registration fees are covered under OTHER category. - For approx. 80,000 miles for the four (4) grant-funded vehicles (20,000 miles/ea vehicle) at IRS rate \$0.58/mile to conduct any STEU enforcement responsibilities and duties, which could but not limited to driving in Oconee County/SC counties to: attend trainings/conferences/seminars, court proceedings, public speaking events, school/classroom presentations, clubs/organizations/businesses engagements, traffic stops, etc. Out-of-State Travel: - For the STEU unit/4-man (or possibly only 2 members attending any training/conference at one time) attending prior approved (SCDPS) training, seminars and/or conferences directly related to this FY19 Highway Safety STEU grant. This will be limited to attending up to 2-3 different trainings/conferences based on grant-related duties for SE Regional State or National locations. This could include but not limited to: specific materials, parking, air or driving travel to/from locations, per diem is based on SC State rates, and lodging is based on GSA rates. Equipment: (** Almost all equipment is for four (4) STEU vehicles and/or four (4) STEU personnel, with most items listed under SC state contract/vendor prices) In-car camera and accessories this is for an entire set up installed In-car camera package which is mounted to protect against the weather, offender and is always recording STEU traffic efforts for citation/ticket/warnings, future judicial purposes and case development. This will also include warranty costs, training, certifications for each unit during the grant period. Laptop (under state contract) at which includes CAD software for call reporting, charging/docking station, add'l external battery, additional USB drives, rigid case, carrying case. This will also include warranty costs for each unit during the grant period. Light bar this is the light bar/s for a standard equipped road deputy/STEU vehicle for driver awareness and officer safety Lighting Package this is an entire lighting package setup for each STEU vehicle as standard Sheriff's Office equipped lights for driver awareness and officer safety. Mobile radio and accessories this is for an entire setup of a mobile radio package (state contract) based on Sheriff's Office current agency-standard mobile radios for road deputies and configured based on Sheriff's Office radio channels. Also, to include if there is any warranty costs on each unit to cover it during the grant period. Police vehicle with factory and LEO equipment/accessories (under state contract will be combined under this line item). When the Sheriff's Office/County Procurement puts in a purchase order, each vehicle will be outfitted but not limited to: a tow hitch/bar, bucket seats, front center console, bench passenger seat, rear camera/backup, 2 car batteries, HD floor mats, skid plate pkg, 170 amp High output alternator, 17" steel wheels, power windows/locks, rear trunk release, keyless remote entry fobs, tilt steering wheel, HD engine size, HD transmission, deep tint windows, cruise control, police rated suspension, add'l wiring/cabling for LEO accessories, SC State IMF, spot light, delivery fee. Portable radio and accessories this is for an entire setup of a portable radio package worn at all times for a road STEU personnel and will be configured based on Sheriff's Office radio channels. Radar and accessories this is for an entire setup for radar based on Sheriff's Office agency equipped radar equipment in an STEU vehicle. Also, to include if there is any warranty costs on each unit to cover it during the grant period. Lidar and accessories this is for an entire Lidar setup and accessories which is being used by Sheriff's Office as standard road STEU vehicle under state contract prices. To include accessories that accompany making a hand-held unit operational, certifying/training each STEU personnel and equipment certifications on a maintenance review during the entire grant period. Also to include if there is any warranty costs on each unit to

cover it during the grant period. Other-Transportation cage This equipment is a full surround metal cage which protects the offender/prisoner, the STEU vehicle's side windows and STEU officer safety as the driver. Other: (** Almost all the "Other" items are for four (4) STEU vehicles and/or four (4) STEU personnel, with most listed under SC state contract/vendor prices) Cellular Data Service this is an entire cellphone package \$200 and 12 months of cellular service at \$45/month to include hot spot capabilities for the laptop. Decals (OHSJP required) showing grant funded and "Target Zero" decals installed on all four (4) STEU vehicles (\$50/each) and including Sheriff's Office standard agency "road" stripes/decals \$400/each for each STEU vehicle. Educational materials - all education materials which will be distributed in the STEU grant will need to be OHSJP prior approval. This could be flyers, brochures, pledge cards, posters, etc. The STEU grant will seek out ~~BE~~ educational materials through various agencies/organizations that are supporting/targeting DUI/Impaired driving, speeding, and seatbelt/helmet usage and will seek out FREE child seats and bike helmets from Safe Kids Upstate organization. Flashlight The standard Sheriff's Office issue flashlight with a rechargeable battery and docking station. The docking station could be mounted inside the vehicle. Fire Extinguisher The standard Sheriff's Office issue fire extinguisher mounting bracket in each STEU vehicle. Laptop accessories could include but not limited to: cabling, power adapter Laptop mount/docking station This will be a telescoping, swinging retractable-arm mount/docking station mounted inside the STEU vehicles on the front passenger/console sitting area. Office Supplies This is a combined cost for all standard office supplies for the 4-person STEU members to set up their mobile offices inside their grant-funded STEU vehicles and any office supplies for but not limited to: meetings, public speaking events, courtroom hearings. For example: log sheets, lined writing paper/tablets, pens, pencils, markers, std. highlighters, erase board markers, whiteboard markers, whiteboard erasers, Power control center This is equipment that controls all the electrical power/cords/cabling/lights for all the extra equipment/items installed, power booster, power surge protector, and/or power suppressor in the event of total electrical lost on the STEU vehicles. Registration fees for STEU members to attend In-State and Out-of-State based on approved OHSJP. All travel and costs will have prior OHSJP approval and even get recommended training/seminar/conference suggestions from OHSJP staff personnel. Travel per diem baed on SC Sate rates and Loding is based on GSA rates. Siren mounting kit This is a cost for set up siren kit, could include: screws, water infiltration discs and mounting brackets for siren/s. Siren/siren speaker/siren control This is an entire siren package which is standard equipment on a Sheriff's Office road STEU vehicle. Thermal paper This thermal paper for STEU mounted in-vehicle printers for printing citations/tickets/warnings. This thermal paper will be purchased approx. 2-3x a year to keep the paper fresh and moisture free. Traffic safety vest These four (4) vests will be standard Sheriff's Office issued reflective vests but will also have embossed/engraved STEU decals to indicate the grant-funded STEU personnel. Vehicle console This is the state contract price for each STEU vehicle to have a center console between bucket seats vs. having NO console and straight front bench seat set up. Other- In-Car Printer/package set up this is a printer designed to print out citations, tickets and warnings, and to include mounting bracket and cabling. Other- Flasher System for Headlmap, taillamp for each STEU vehicle under state contract. Other- outside mounted Spotlight Driver's Side for each STEU vehicle under state contact.

Program Narrative

PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data; cite the source and date of your information. Sufficient data should be provided to prove the problem is significant and should be addressed. Include a discussion and analysis of trends in traffic-related incidents, their scope and characteristics. Data should be presented covering the past three (3) years. Second, include a discussion on your existing efforts and level of activities (current resources and programs) in dealing with the problem and why new or additional intervention/activity is needed.

Oconee County located in the upper northwestern portion of SC with over 77,270 (unofficial/updated 2017 census) with an annual influx over 640,000 tourists/seasonal residents/Clemson Univ. sporting events (SCPRT, 2018) continues to see more and more people driving their personal vehicles on our roadways and over 50 recorded medium/large new businesses in 2018 with commercial/larger vehicles. For past two (2) years from 2016 to 2017, Oconee County is ranked (see Attachment 2): #6 overall in Injury Collisions increased to 7.8% (which doubled from 3.8% 2015 to 2017), #1 overall in DUI Alcohol & Drug Collisions increased to 112.5%, and #1 overall in Speed/Too Fast for Conditions increased to 84.6%. The Sheriff's Office does NOT have any dedicated traffic enforcement deputies who can strictly work DUI/Impaired Driving, Speeding and seat belt usage due to their other 12-hour LEO duties. Hence, many citations are issued just to warn the drivers/passengers, even with drivers receiving repeat "warnings" with no consequences for their actions while driving on our roadways. The Sheriff's Office needs to take a proactive approach to enforcing the public message that if you drive impaired, speed or do not wear a seat belt...you will be issued a citation/ticket, possibly a fine and possibly jail time. The Sheriff feels a strong commitment to educating our young drivers, that watch/play a lot of video games, that their actions could have disastrous and fatal consequences. SCDPS/DOT stats indicate Oconee County is just outside the top twenty (20) highest stats but OCONEE does NOT want to ever be included (or recognized) in these alarming GROUP/statistics regarding fatalities, injures, collisions and speeding. After a discussion with our local State Solicitor's Office there is a VERY low conviction rate, fines charged/collected and citation/tickets issued (DUIs, Speeding, Seatbelt usage due to limited county, city law enforcement manpower and reduced Hwy Patrol troopers due to budget constraints) and no public awareness campaign to reach our younger drivers/adults. The Oconee County Sheriff's Office has three (3) traffic sectors that are covered by 12-hour shifts with ONLY two (2) road deputies driving our roadways per sector (total of SIX for entire county) and still these road deputies have to respond to 9-1-1 calls and writing up reports before their 12-hour shift ends. These road deputies can NOT (nor can supervisors allow) deputies to just focus strictly on DUIs/Impaired Driving, Speeding and Seat Belt usage. Oconee County NEEDS to change our last 2-year trend of increasing fatalities and collisions, thereby increasing public awareness, especially targeting our younger aged drivers from 16 to 25 years of age. Under the Program Narrative - Counts page, the 2016, 2017 and 2018 stats are ONLY for the Oconee County Sheriff's Office and it shows: approx. 1.2% of the time a road deputy deals with a DUI/Impaired driver situation, 14% dealing with speeding, and less than 1% of a 12-hour shift dealing with seatbelts and child restraint issues. Checkpoints are very limited on 1 or 2 federal holiday weekends and even in 2018, there was NO checkpoints scheduled.

PROGRAM GOAL(S): Describe the broad, long-term goals of the program and indicate the change(s) or outcome(s) anticipated.

Goal 1: To decrease fatal traffic crashes/collisions by 10%, during this grant's 12-month period. Goal 2: To decrease DUI-related fatalities by 20%, during this grant's 12-month period. Goal 3: To decrease all crash-related injuries by 15%, during this grant's 12-month period. Goal 4: To decrease excessive speeding-related fatalities by 15%, during this grant's 12-month period. Goal 5: To increase drivers/all passengers to wear seat belts by 10%, during this grant's 12-month period. Especially targeting younger-aged drivers 16 to 25 years of age. Goal 6: To seek the increase of all 2-3 wheeled drivers/passengers to wear approved crash protection helmets by 10%, during this grant's 12-month period. Goal 7: To conduct at least six (6) county-wide targeted Checkpoints monthly (seeking assistance by other LEO agencies) for DUI-related consumption of alcohol/drugs and Occupant Protection/seat belt usage. Goal 8: To increase conviction rates and fines in speeding, DUIs/Impaired driving, seatbelt non-usage through the criminal justice system, during this grant's 12-month period. Goal 9: To increase the public's awareness by the Sheriff's Office Special Traffic Enforcement Unit (STEU) presenting at least six (6) presentations/demonstrations per month to emphasis: driving responsibility, obeying posted speed zones, wearing seat belts and wearing helmets. Special focus/emphasis on young drivers between 16-25 years of age.

IMPACT INDICATOR(S): State how accomplishments of the program goal(s) listed above will be measured.

Impact 1: Statistics shall be obtained from SCDPS and SC Hwy Patrol Troop 3 to verify fatal traffic collisions in Oconee County and verifying if reductions in specific targeted areas/roadways/days-of-the week/times are utilizing STEU's stepped up efforts by the end of the grant period. Impact 2: Statistics shall be obtained from SCDPS/SCHP to verify DUI-related fatalities and seeking reduction trends by STEU efforts by varying strategies/efforts by the end of the grant period. Impact 3: Stats shall be obtained from SCDPS/SCHP (possibly seeking Greenville Health/Prisma Emergency Room stats) to verify crash-related injuries and seeking reduction trends by STEU efforts by varying strategies/efforts by the end of the grant period. Impact 4: Stats shall be obtained from SCDPS/SCHP (possibly seeking GHS/Prisma stats) to verify speeding-related injuries and seeking reduction trends by STEU efforts by varying strategies/efforts by the end of the grant period. Impact 5: Stats shall be obtained from SCDPS/SCHP to verify a reduction trend in seat belt issued citations/tickets and reduction in collision injuries while seeking visual verification by STEU efforts of seat belt usage by the end of the grant period. Seeking additional educational awareness trends by STEU efforts. Impact 6: Stats shall be obtained from SCDPS/SCHP to verify an increase in approved protection helmets for drivers and passengers using a

2 or 3-wheeled vehicle by STEU efforts by varying strategies/efforts by the end of the grant period. Seeking educational awareness trends by STEU efforts. Impact 7: STEU stats shall show scheduled monthly checkpoints, # of vehicles/drivers/passengers interacted with STEU, assistance by other LEO agencies (City police, SC Highway Patrol, State agencies, etc.), issued citations/tickets and any arrests made or citations/tickets issued. These targeted checkpoints will be based on SCDPS/SCHP stats seeking reduction trends and educational awareness efforts by STEU by the end of the grant period. Impact 8: Stats will be obtained from the SCHP Troop 3, 10th District Solicitor's Office, Oconee County Public Defender's Office, SCHP Troop 3, and Oconee Magistrate's Office verifying STEU efforts in increasing conviction rates in Speeding, DUIs/Impaired driving and seatbelt usage. In addition to an increasing trend in citations/tickets issued and judicial outcomes of these cases by STEU efforts by the end of the grant period. Impact 9: STEU stats will schedule/audience numbers recorded/educational materials distributed/files maintained to verify all public awareness campaign efforts which could but not limited to: public middle/high school students, youth recreational events, targeted checkpoints based on SCDPS/SCHP stats, organizations/businesses/groups/law enforcement presentations, public service announcement (PSAs), radio spots, newspaper articles, and any outdoor events utilizing educational materials distributed by the STEU by the end of the grant period.

SPECIFIC OBJECTIVE(S): Objectives are quantifiable statements of the activities/tasks that will be implemented to fulfill project goals. They must be stated in measurable terms for the specific time periods.

Objective 1A: To hire three (3) full time (100%) grant funded LEO SC certified Corporals and one (1) Sargent (100%) within 30-45 days of grant award. Obj. 1B: To purchase all needed law enforcement equipment, installed and fully operational in accordance with the terms, conditions and approval through the OHWHJP office, and Oconee County's and SC Procurement policies within 160 days of the approved grant acceptance starting date (this is not the grant award date). (**) Sheriff's Office will commit to supplying some "loaned" road vehicles, checkpoint supplies, cones during the arrival/outfitted timeframe of the grant funded LEO vehicles to be fully operational. Obj. 2: Most of the grant-related trainings and state/equipment certifications will be completed within 45-60 days of grant acceptance starting date. However, there will be ongoing grant-related/specific trainings, seminars and conferences attended by the four (4) STEU officers over the grant period. Obj. 3: To develop, print, collect and purchase a large portion/percentage of all public awareness/educational materials (with OHSJP approval) for distribution over the grant period within 90 days of grand acceptance date. Obj. 4: To start a public awareness campaign and develop the 1st/2nd month's PR schedule within 30-45 days of grant starting date to include: some speaking engagements, outdoor events, radio/media talk shows and written articles in 3-4 local newspapers. All monthly press releases will post STEU activities by September 30, 2020. Obj. 5: To have documented and good case-related arrests for better conviction rates, fines and jail time in DUI/Impaired driving/Speeding due to the STEU's targeted traffic enforcement efforts by September 30, 2020. Obj. 6: To have appropriate, corresponding increases in DUI/Impaired driving citations due to STEU's traffic enforcement efforts by September 30, 2020. Obj. 7: To have appropriate, corresponding increases in Speeding citations due to STEU's traffic enforcement efforts by September 30, 2020. Obj. 8: To have appropriate, corresponding increases in Occupant Protection/seal belt citations due to STEU's traffic enforcement efforts by Sept. 30, 2020. Obj. 9: To conduct a minimum of six (6) monthly traffic safety/educational awareness presentations to area schools, businesses, clubs, civic/church organizations, large public gatherings/events and specifically targeting younger aged drivers/passengers between the ages of 16-25. Obj. 10: STEU Sgt.-Corporals actively participate in the local Law Enforcement Network and attend meetings to participate in regards to: trends, statistics, targeted roadways/intersections, and possibly future grant-related training topics during the entire grant funded period. STEU Task force meetings (within Oconee County) with participation from other LEO agencies (federal, state and municipalities) for the benefit of: assisting/assigning future Checkpoints and targeted locations/dates/times, training as needed, distribution of educational awareness materials, speaking engagements and/or public demonstrations opportunities/scheduled, decisions made using gathered grant-related statistics, how to assist other LEO agencies with STEU's grant focus and working schedules, and addressing any concerns or issues that pose an increasing (or decreasing) trend to the community over the entire grant period. Also, quarterly meetings with Solicitor's, Magistrate's, Public Defender's offices to better understand the STEU's role in judicial proceedings with minutes taken and maintained by the Program Director/STEU Sgt. Obj. 11: STEU Sgt. will report monthly to the SCDPS office data required by law which is collected from non-arrest and non-citations traffic stops, all grant specific citations for DUIs/Impaired Driving, Speeding and Seat Belt citations over the entire grant period. Obj. 12: STEU Sgt. will submit monthly work schedules (10-12 hr. shifts) and targeting areas (utilizing stats and Checkpoint stats) on Monthly Enforcement reporting forms which will be submitted by the 10th of each month for the previous month over the entire grant period. Obj. 13: STEU Sgt. will work with the Oconee County's Grants and Finance Offices to submit timely reports and submit for reimbursements and quarterly reports as it pertains to OHSJP grant guidelines.

PERFORMANCE INDICATOR(S): State exactly how each objective will be measured. Performance indicators must be matched to each program objective listed above.

Perf. Ind. 1A: Oconee County HR will post the four (4) newly grant funded STEU positions and follow all hiring guidelines. The Sheriff's Office will hire the STEU personnel and maintain all hiring/training/certification documents. Perf Ind 1B: The Sheriff's Office, with the assistance by Oconee County's Procurement/Grant Offices, to purchase and have fully operational/installed all grant funded items and equipment AND needed officer safety equipment (non-allowable under OHSJP funding) within 160 days of the grant starting date. All state/county purchasing guidelines will be adhered to and will seek out minority/women-owned/state contracted vendors when appropriate. Perf Ind 2: All required trainings/certifications will have prior OHSJP approval before attending any In-State and Out-of-State trainings, seminars or conferences and any trainings/certifications on vendor equipment. Prior approval by OHSJP before registering and seeking grant-related trainings to better equip the STEU team and their duties. Perf Ind 3: The STEU will search out educational materials that could be free, through OHSJP, national campaigns or even printed out (prior OHSJP approval) materials for targeted audiences (i.e., young drivers, minority groups, seniors, etc.) Perf Ind 4: The STEU

team will conduct at least six (6) monthly traffic safety presentations and maintain a log sheet reflecting: venue/location, number of people/students in audience (even by gender, race and age group if possible), educational materials distribution (even possibly a number count), pledges by younger drivers and if car seats are distributed FREE (United Way or SC Buckle Up campaigns). The STEU Sgt., will issue monthly press releases to the various local media outlets detailing STEU's activities. Copies of press releases will be maintained for audit purposes in Sheriff's Office grant folder. During some presentations students/young drivers will be instructed to use the "impaired" goggles to demonstrate what it could be driving a vehicle. Perf Ind 5: The STEU will research which grant-related training will provide the best training to make good arrests and cases for the 10th District Solicitor's Office and Magistrate's Office to seek higher conviction rates and jail time for offenders. Possibly even seeking out alternative options for younger drivers so they will become ambassadors against DUIs/Impaired driving, Speeding, and wearing seatbelts and helmets. Perf Ind 6: The STEU will maintain log sheets (electronic computer dispatch software) for statistical/reporting grant purposes as it relates to DUI/Impaired Driving citations over the entire grant period. Reporting of gender, race, and age will be conducted. Perf Ind 7: The STEU will maintain log sheets (electronic computer dispatch software) for statistical/reporting grant purposes as it relates to Speeding citations over the entire grant period. Reporting of gender, race, and age will be conducted. Perf Ind 8: The STEU will maintain log sheets (electronic computer dispatch software) for statistical/reporting grant purposes as it relates to Occupant Protection/seat belt citations for drivers and passengers over the entire grant period. Reporting of gender, race and age will be conducted. Perf Ind 9: The STEU will conduct at least six (6) monthly traffic safety presentations to: area schools, colleges/trade schools, businesses, clubs, groups, civic/church organizations and at public gathering events. STEU will maintain log sheets as to the venue/location, audience number, educational materials distributed, and FREE car seats distributed. Perf Ind 10: STEU Sgt.-Corporals will commit to attending monthly/quarterly Law Enforcement Network (LEN) meetings to participate in discussions, gathering stats, possible checkpoints and roadways for details and possibly some grant-related training topics to LEN participants. STEU Log sheets will be maintained of these LEN meeting if it relates to grant topics and meeting minutes with Solicitor's, Magistrate's, Public Defender's offices quarterly meeting. Perf Ind 11: STEU Sgt. will maintain all stats on log sheets (electronic computer reporting software) regarding non-citations and non-arrests with STEU team members explaining why the vehicle was stopped and not given a citation/fine as it relates to DUI/Impaired driving, Speeding and/or Seat Belt usage. Perf Ind 12: Program Director and the STEU Sgt. will schedule and maintain individual STEU team's work schedules for the STEU team, to include: patrolling roadways, checkpoints conducted, court appearances, citations/tickets issued, vacation/sick time, trainings/seminars/conferences attendance, and public speaking presentations. Perf Ind 13: The Program Director/STEU Sgt. will work and submit (online through www.scdpsgrants.com) all reports and reimbursements as stipulated in the grant guidelines.

PROJECT NARRATIVE: Provide a comprehensive step-by-step description of the project, indicating the tasks and activities to be employed to address the outlined in the Problem Statement. Detail what will be accomplished, how activities will be implemented, and who will perform the tasks. Each specific objective should be addressed, including an explanation of how it will be achieved.

Selection/Hiring of STEU team: Selection, hiring by County HR and training (Sheriff's Office) four (4) full time (100%) Special Traffic Enforcement Unit (STEU) law enforcement SC state-certified with spending approx. 80% of their time conducting patrols and enforcement efforts for DUIs/Impaired Driving, Speeding and non usage of seat belts. Patrolling shifts could be 10-12 hour working 3PM to 6 AM, Thursday to Sunday (or Monday if a national holiday weekend), 10% for court appearances and attending trainings/meetings, and 10% for public awareness/educational campaign...targeting our younger aged drivers/passengers from 16-25 years of age. Trainings/Certifications/Seminars/Conferences: Any trainings and travels will be pre-approved by OHSJP (and Sheriff's Office Training dept.) and guidance as to which/what type of trainings will give STEU members a better understanding of their responsibilities/roles in attaining the grant's goals and objectives. The STEU will seek approx. 2-4 In-State trainings (possibly thru SLED or 3rd party vendors), 1-2 Out-of-State (pre-approved) trainings/seminars/conferences as it relates to grant topics. These training efforts will better equip the STEU members to accomplish listed goals/objectives. The Sheriff's Office training department will assist in some of the training but outside sources will be researched to provide the best training. Grant Funded Equipment/Items: Sheriff's Office/County Procurement Office will seek to submit ALL grant funded and officer safety equipment within 30-45 days of grant award but some of the larger costs items could take 120-160 days for delivery and/or installation. County Procurement/Sheriff's Office will seek out minority-owned/women-owned/state contracted vendors when possible. Items/Equipment more than \$2,500/each, will be County tagged for inventory grant purposes. Some items in the budget will be combined under one cost/line item because those items are NOT broken out based on SC State Contract. The grant funded equipment and the Sheriff's Office "loaned" equipment will ensure the STEU is actively pursuing traffic enforcement efforts so goals/objectives can be reported starting in the first quarter of the grant period. STEU Efforts/Activities: STEU members will spend approx. 80% of their time on scheduled roadway traffic patrolling, checkpoints and grant-related enforcement efforts targeting drivers with DUIs/Impaired driving, Speeding, and drivers/passengers not wearing seat belts and children not being restrained in approved car seats. 10% of STEU's time will be allocated for court hearings, trainings and 10% towards the Public Awareness campaign will be ongoing with PSAs, written articles, stats, speaking engagements and educational materials distributed through out the entire grant period. Media and Public Awareness Outreach: The public awareness campaign and educational materials will be developed within the 1st quarter and monthly press release updates to the various local media outlets on the STEU's efforts which will be provided by the STEU Sgt./Sheriff's Office Public Information Office. These efforts will meet some of the goals/objectives stated throughout the grant period. Local law enforcement and judicial coordination: STEU will actively attend and schedule meetings with the LEN and local judicial entities to keep everyone abreast of STEU's enforcement efforts and seeking out assistance where needed. Reporting and Reimbursements: STEU Sgt. will maintain all log sheets, statistics, working schedules, public speaking engagements, trainings, vacation/sick time and will seek out the County's Finance/Grants offices for quarterly reporting and reimbursement submissions.

PROJECT EVALUATION: The purpose of evaluating a project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. In this section, describe the plan or process for assessing the impact on the highway safety problem(s) in your jurisdiction. The completed evaluation report should be included in the Final Narrative Report submitted for the project.

This STEU Program will be evaluated by determining the degree the nine (9) Goals and Objectives of the grant are being met on a monthly/quarterly/annual basis. Statistical information will be cumulated on a quarterly and annual basis from the SC Hwy Patrol Troop 3 and SCDPS OHSJP statistics and compared to prior 2016, 2017 and 2018 years. Along with statistical information on specific roadways, intersections and other high incidents of DUIs/Impaired driving, speeding and seat belt citations issued around Oconee County by various law enforcement agencies. The Program Director/STEU Sgt. will evaluate (with assistance by Sheriff's staff command) the STEU's monthly scheduling/stats throughout the grant period to determine any shortfalls or obstacles that can be improved upon as the grant period progresses until Close Out of the first year of OHSJP funding. The entire STEU team will ensure the grant's goals and objectives will be met and exceeded. All these stats, and improvements on strategies will be submitted within quarterly reports to OHSJP staff.

PROJECT CONTINUATION: Explain how the project activity will be continued after federal funding assistance is no longer available.

Oconee County council members and Sheriff's Office will make the financial commitment to continue funding these four (4) STEU officer positions to keep the commitment ongoing under the Sheriff's Office annual budget when this federal funding is completed. The Sheriff's Office will continue to seek reductions in fatalities, crashes and sever collisions through a continued public awareness and educational campaign which will highlight the reductions DUIs/ Impaired driving, Speeding and increases in seat belt/helmet usage and targeting our young drivers between 16 to 25 years of age. The Sheriff's Office will continue to work with Safe Kids Upstate to provide FREE child approved car seats (various setups) and bike helmets. Our commitment is to have our children safe in vehicles and on bikes. Sheriff's Office will seek out grant funding or organizations that give out FREE Moped and motorcycle helmets to drivers and passengers. Sheriff's Office will seek 2nd and 3rd year SCDPS OHSJP funding to include other grant authorized/listed equipment which will NOT be requested on this 1st year of funding request, for example: Lidar (Sheriff has a few spare units), MDT, checkpoint supplies and cones (Sheriff has some checkpoint supplies for 1st year STEU activities), and possibly seeking (4) Digital License Plan Recognition Pkgs under the 2nd year of funding.

MEDIA PLAN: Discuss your plans for announcing the award of this grant to your community through media outlets available to you. Also, please discuss how you plan to keep the public informed of grant activities throughout the entire project period.

Upon notification of the OHSJP grant award, the Sheriff's Office Public Information Office will send out a press release and a brief monthly schedule regarding this FY19 grant award and what the Sheriff's Office STEU Program goals and objectives will be. The Sheriff's Office will continue on a monthly basis to announce all public educational awareness events/speaking engagements/demonstrations/checkpoints and enforcement efforts by the STEU members. The different media venues will be contacted when checkpoints have been scheduled and stats collected so they can be announced. At no time will actual names, identifying markers or photos be given to media due to future prosecuting efforts and open cases against violates and in regards to lose of life. However, public speaking presentations could have photos taken by various media outlets (with Sheriff's Office prior approval) before posting this public awareness event in a local media outlet.

Program Narrative - Counts

TOTAL PROJECT AREA POPULATION: Provide the most current population figures for the area served by this project. The population of the project area may be larger than the population of the recipient unit of government (e.g. the project is a multi-jurisdictional effort) or smaller (e.g. the project targets a specific segment of the jurisdiction). Cite the source of the information presented.

**Total Population for
county(ies) or
City/Town:** 77270

**Cite source of
information:** update/unofficial census 2017

AGENCY INFORMATION: (For Law Enforcement Agencies ONLY) Provide agency staff information, as well as the current level of enforcement activity for the entire department for the three previous calendar years.

**# of sworn officers in
agency:** 109

**# of non-sworn staff in
agency:** 11

**Total # of personnel in
agency:** 120

NUMBER BY CALENDAR YEAR

<u>ACTIVITY</u>	CY: 2016	CY: 2017	CY: 2018
DUI Arrests	11	14	11
Speeding (All Cases)	101	133	135
Safety Belt Violations	5	4	5
Child Restraint Violations	3	3	0
All Other Traffic Violations	800	719	828
Traffic Crashes Investigated	0	0	0
Check Points Conducted	8	6	0

Implementation Schedule

IMPLEMENTATION SCHEDULE

The Implementation Schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. The "Implementation Actual Time Frame" section will be used to reflect the actual activities, dates, etc. when submitting your Progress Report after the grant is approved.

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				Date
		1 Qtr	2 Qtr	3 Qtr	4 Qtr	1 Qtr	2 Qtr	3 Qtr	4 Qtr	
Post/Hire (3) STEU Cpls. & (1) STEU Sgt.	County HR/Sheriff's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Purchase Orders all equipment & LEO items	Sheriff's Office/Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trainings/Certifications for STEU	Sheriff's Office/Prog. Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Installation of all equipment in LEO vehicles	Sheriff's Office/Procurement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Determine Enforcement Locations	Prog. Director/STEU Sgt.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Patrolling Efforts-DUI/Impaired	STEU	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Patrolling Efforts-Speeding	STEU	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Patrolling Efforts-Seat Belt/Occupant Protection	STEU	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Educational Efforts-Speaking Engagements	STEU	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Media Awareness Efforts	STEU/Sheriff's Office PIO	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trainings/Seminars/Conferences (In State)	STEU/OHSJP	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trainings/Seminars/Conferences (Out-of-State)	STEU/OHSJP	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Collection of Data/Stats	Prog. Dir./STEU Sgt.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Submit Monthly Working Schedules (STEU)	Prog. Dir./STEU Sgt.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Submit Quarterly Reports to OHSJP	Prog. Dir./STEU Sgt.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Submit Financial Reports/Reimbursements	Prog. Dir./STEU Sgt.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Qtr. Mtg with LEN	Prog. Dir./STEU Sgt.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Qtr. Mtg with Solicitor/Magistrate/Public Defender	Prog. Dir./STEU Sgt.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Car Seat Distribution (FREE)	STEU	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Checkpoints	STEU	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Close Out Grant Oct 2020	Prog.Dir./Grants/Finance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Acceptance of Audit Requirements

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's Office **do not** have to complete this form.

We agree to have an audit conducted in compliance with 2 CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s), **including the management letter, if applicable**, to:

Grants Administration Accountant - D2
S.C. Department of Public Safety
10311 Wilson Blvd., PO Box 1993
Blythwood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning 2019-07-01 Ending 2020-06-30
2. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs by: 2021-01-15 (Date)

NOTE: The audit or written certification must be submitted to the Office of Safety and Justice Programs, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR 200.501.

Any information regarding the CFR audit requirements will be furnished by the Office of Safety and Justice Programs, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Terms & Conditions

Terms and Conditions

1. **Availability of Federal Funds:**

This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds. For federal funds, availability is controlled by the United States Congress.

2. **Applicable Federal Regulations:**

The subgrantee will comply with applicable statutes and regulations, including but not limited to 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended; Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94; [23 CFR Part 1300](#) - Uniform Procedures for State Highway Safety Grant Programs; [2 CFR Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards; 2 CFR Part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Administrative Orders issued by the National Highway Traffic Safety Administration (NHTSA).

3. **Allowable Costs:**

The allowability of costs incurred under any grant shall be determined in accordance with the cost principles outlined in [2 CFR Part 200](#) and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules, and regulations conforming to limitations or exclusion of costs as set forth in the applicable Super Circular referenced above.

4. **Audit Requirements:**

According to the Office of Management and Budget (OMB) 2 CFR Subpart F §200.501 – Audit Requirements, a non-federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with OMB 2 CFR Subpart F § 200.514. Please see OMB 2 CFR Subpart F § 200.502, Basis for determining Federal awards expended - to ensure all expended funds are accounted for. A copy of the audit must be made available to the Office of Highway Safety and Justice Programs within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, all grant contractors are subject to a financial and compliance audit by state and/or federal auditors. All documents associated with the grant project must be made available at any time for inspection by the Office of Highway Safety and Justice Programs or their designated representatives. The OMB 2 CFR Subpart F § 200.333, provides information on "Retention requirements for records". All financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, until any outstanding audits are completed. The Office of Highway Safety and Justice Programs will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.

5. **Non-Discrimination:**

During the performance of this contract/funding agreement, the subgrantee agrees:

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time. These include but are not limited to:

- i. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 *stat.*252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
- ii. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iii. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686), (prohibits discrimination on the basis of sex);
- iv. **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. 794 *et seq.*), (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- v. **The Age Discrimination Act of 1975**, as amended (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. **The Civil Rights Restoration Act of 1987** (Pub. L. 100-259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- vii. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- viii. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087 to 74100).
- ix. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies and activities, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- x. **The Drug Abuse Office and Treatment Act of 1972** (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- xi. **The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970** (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- xii. **Sections 523 and 527 of the Public Health Service Act of 1912**, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse.

- a. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- b. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- c. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a

- contract or funding agreement, in whole or in part; and
- d. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- e. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the Office of Highway Safety and Justice Programs.

6. Minority Business Enterprise (MBE) Obligation:

A grant contractor shall make every effort to consult vendors representing minority and women's business enterprises before expending federal highway safety funds. A minority and women's business enterprise is defined as a small business, which is owned and controlled by socially and economically disadvantaged individuals. "Socially and economically disadvantaged individual" means a citizen of the United States or person lawfully residing in the United States or its possessions who is a minority or woman regardless of race or ethnicity or any other individual found disadvantaged by the Small Business Administration.

7. Conflict Of Interest:

Personnel and other officials connected with this grant shall adhere to the requirements given below:

- a. **Advice:** No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
- b. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:
 - 1. Using his or her official position for private gain;
 - 2. Giving preferential treatment to any person;
 - 3. Losing complete independence or impartiality;
 - 4. Making an official decision outside official channels; or
 - 5. Affecting adversely the confidence of the public in the integrity of the government or the program.

8. Bonding:

It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

9. §200.444 General Costs of Government:

- A. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in §200.474 Travel costs). Unallowable costs include:
 - 1. Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;
 - 2. Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
 - 3. Costs of the judicial branch of a government;
 - 4. Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements); and
 - 5. Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.
- B. For Indian tribes and Councils of Governments (COGs) (see §200.64 Local government), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014]

10. Project Implementation:

The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

11. Written Approval of Changes:

Any changes to the subgrant, which are mutually agreed upon, must be approved, in writing, by the Office of Highway Safety and Justice Programs prior to implementation or obligation and shall be incorporated in written amendments to the grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Request for grant revisions transferring funds from one budget line item to another should be submitted as soon as it becomes apparent that there is a need for a change; however, budget revision requests will not be accepted after June 30th of the funding cycle.

12. Budget Revision Requirements:

The major budget categories are: Personnel, Contractual Services, Travel, Equipment, and Other.

A budget revision will not be required unless:

- a. The expended amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%;
- b. The quantity of Personnel or Equipment changes;
- c. Or an item to be purchased is not listed in the grant budget;
- d. The Final grant revisions are requested to be submitted by the June 30th day before the close of the project year listed on the grant award documents. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project. Revisions must be completed online via GMIS. Every change made to the original application or subsequent revisions, is considered a revision and will require you to create a revision, and justify the revision. Should you need assistance, please contact the appropriate Program Staff;
- e. Retroactive approval of revisions will not be granted; costs incurred in such situations will not be reimbursed;
- f. Revision requests for new or different activities not related to the scope of the original approved grant will not be considered.

13. Contract Approval Requirements:

The Subgrantee must receive approval of all contract agreements for services and products from the Office of Highway Safety and Justice Programs **prior to execution**. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written

approval of the contract is given, an executed copy of the contract must be submitted to the Office of Highway Safety and Justice Programs prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

14. **Individual Consultants:**

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, as required by the federal oversight agency. The current federally-approved rate must not to exceed the maximum of \$650.00 per day or \$81.25 per hour.

15. **Dual Employment Compensation:**

Dual employment compensation must be approved by the Office of Highway Safety and Justice Programs prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the Office of Highway Safety and Justice Programs.

16. **Sole Source Procurement:**

(All purchases must be pre-approved by the Office of Highway Safety and Justice Programs). Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the Office of Highway Safety and Justice Programs.

17. **Bidding Requirements:**

(All purchases must be pre-approved by Office of Highway Safety and Justice Programs) The subgrantee must comply with proper competitive bidding procedures as required by 2 CFR 200. Bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval prior to acceptance of any quote/bid on any items, including those bids in the aggregate, whose total cost requires a bid. Provide a copy of all bids submitted; the bid selected; and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. *Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract are still required to be submitted to the Office of Highway Safety and Justice Programs for approval.* Include the state contract number and the contract ending date on the invoice when it is submitted with the Request for Payment.

- a. **Purchases \$2,500 and less:** Purchases not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from other than the previous supplier before placing a repeat order. Subgrantee grant budget items equal to or less than \$2,500 will be evaluated by the Office of Highway Safety and Justice Programs Financial staff at the time of grant budget approval or revision, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.
- b. **Purchases from \$2,500.01 to \$4,999.99,** this documentation must include three (3) written quotes. The award must be made to the lowest responsive and responsible sources.
- c. **Purchases from \$5,000 to \$10,000,** on any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval prior to acceptance of any bid. Provide the following information:
 1. A copy of all bids submitted.
 2. The bids selected.
 3. The criteria used for selection.
 4. If other than low bid selected, provide justification.
- d. **Purchases from \$10,000.01 to \$50,000:** Requires bid specification that must be submitted to the Office of Highway Safety and Justice Programs prior to solicitation of written bids or proposals. Also requires solicitation of written bids or proposals that must be advertised at least once in the SC Business Opportunities publication or through a means of central electronic advertising. Award must be made to the lowest responsive and responsible source or when a Request for Proposal is used, the highest ranking offer. Submit to the Office of Highway Safety and Justice Programs for approval prior to obligation of grant funds.

18. **Personnel:**

All personnel funded under this grant must be identified by name and date of hire. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in writing within 30 days from the date of hire, or the date the change occurs. Costs for personnel can only be reimbursed for the time spent directly on the implementation of the project (if benefits are included, this encompasses accrued annual and sick leave). All Requests for Payment (RFP) must include timesheets for grant-funded personnel. Payment will not be processed without submission of timesheets. Agency timesheets may be used, or a timesheet can be provided by Office of Highway Safety and Justice Programs upon request. The timesheets must include the time period requested for reimbursement. These records must be available for review when a monitoring visit is made by the Office of Highway Safety and Justice Programs.

19. **Use of Grant-Funded Traffic Officers:**

The purpose of funding traffic safety units is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic safety enforcement units must ensure that the level of enforcement for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant-funded unit. In other words, the grant-funded traffic officers are not to replace existing personnel who are performing traffic enforcement duties. Existing personnel should continue traffic enforcement efforts. Progress reports must reflect the activity level of existing personnel separate from grant-funded personnel. Grant-funded traffic officers are not permitted to provide any type of escort services (funeral processions, parades, etc.) since their primary responsibility is traffic law enforcement and traffic safety education. They may only perform those tasks specified in the approved grant agreement.

20. **Travel Costs:**

Travel costs for lodging must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate for lodging, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes, which provides mileage rates, must be submitted with the application. Meals will be covered at the state rate of \$25 per day for in-state travel and \$32 per day for out-of-state travel. **Out-of-State Travel:** The subgrantee must receive prior approval from the Office of Highway Safety and Justice Programs on all out-of-state travel not specified in the approved grant application. Lodging receipts are required and must itemize room charges and taxes by date. Reimbursement for checked baggage fee is limited to only one (1) checked bag and must be within the airlines' size & weight restrictions (with receipt). The Office of Highway Safety and Justice Programs will not reimburse any overweight and oversized baggage fees if your bag exceeds weight or size limits. Hotels that are booked through websites like Expedia, Kayak and Travelocity are not allowed and will not be reimbursed. The most economical means of transportation must be utilized. Fares for taxis, bus, or light rail service to and/or from an airport are reimbursable with a valid receipt. The Office of Highway Safety and Justice Programs will not reimburse any

amounts for tips. A rental car should only be used when other forms of transportation are not available and prior approval from the Office of Highway Safety and Justice Programs must be granted. Documentation is required for reimbursement of the rental fee and gas. Car rental insurance is not reimbursable.

21. **Training Approval:**

When grant funds are used to pay for the training of grant-funded personnel (e.g., registration, lodging, meals, or mileage) prior written approval by the Office of Highway Safety and Justice Programs must be obtained. A copy of the agenda must also be submitted to the Office of Highway Safety and Justice Programs.

22. **Obligation of Grant Funds:**

Grant funds must not be obligated prior to the effective date of award or approved revision or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

23. **Utilization and Payment of Grant Funds:**

Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

24. **Recording and Documentation of Receipts and Expenditures:**

Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

25. **Financial Responsibility:**

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- c. The accounting system should provide accurate and current financial reporting information.
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

26. **Reports:**

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Highway Safety and Justice Programs may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. The subgrantee shall provide a final narrative report on project performance within 30 days after the close of the grant period.

27. **Program Income:**

All program income generated by this grant during the project must be reported to the Office of Highway Safety and Justice Programs quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the Office of Highway Safety and Justice Programs.

28. **Cash Depositories:**

Subgrantees are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.

29. **Retention of Records:**

Records for non-expendable property purchased totally or partially with grantor funds must be retained for three (3) years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three (3) years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three (3) years after the litigation, claim or audit is resolved.

30. **Property Control:**

Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property:

- a. **Title:** Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
- b. **Property Control Record Form:** At the time the final request for payment is submitted, the subgrantee must file with the Office of Highway Safety and Justice Programs a copy of the Property Control Record Form (provided by the Office of Highway Safety and Justice Programs) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the Office of Highway Safety and Justice Programs and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
- c. **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the Office of Highway Safety and Justice Programs prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the Office of Highway Safety and Justice Programs immediately.

31. **Performance:**

This grant may be terminated or fund payments discontinued by the Office of Highway Safety and Justice Programs where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the Office of Highway Safety and Justice Programs. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the Office of Highway Safety and Justice Programs, the subgrantee shall reimburse the Office of Highway Safety and Justice Programs the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the Office of Highway Safety and Justice Programs for payments made.

32. **Deobligation of Grant Funds:**

All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the Office of Highway Safety and Justice Programs.

33. **Copyright:**

Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or Office of Highway Safety and Justice Programs (Office of Highway Safety and Justice Programs) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or Office of Highway Safety and Justice Programs purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant, and;
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the Office of Highway Safety and Justice Programs' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

34. **Produced Materials/Publications:**

Materials produced as part of the grant shall indicate that the project is sponsored by the Office of Highway Safety and Justice Programs of the South Carolina Department of Public Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to the Office of Highway Safety and Justice Programs for written approval prior to final production and/or distribution. Prior to submission of the final request for payment, the subgrantee shall submit to the Office of Highway Safety and Justice Programs two copies of all materials produced as part of the grant.

35. **Closed Captioning of Public Service Announcements:**

Any television public announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

36. **Confidential Information:**

Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the Office of Highway Safety and Justice Programs requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the Office of Highway Safety and Justice Programs.

37. **Disclosure of Federal Participation:**

In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project to apply to a procurement for goods or services that has an aggregate value of \$500,000 or more unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition, and;
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

38. **Cost Assumption:**

The applicant agrees to the assumption of the cost of the project after the federal funding period has expired.

39. **Political Activity (Hatch Act):**

The subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

40. **Equipment Purchase:**

All equipment purchases must be specifically itemized in the budget proposal. If not included in the original budget proposal, expressed written approval from the Office of Highway Safety and Justice Programs is required prior to any purchase. Upon receipt of any equipment purchased with federal funds, the grant contractor must complete an "Equipment Inventory Log" and submit it to the Office of Highway Safety and Justice Programs. The "Equipment Inventory Log" is located on the Office of Highway Safety and Justice Programs website. The subgrantee must appropriately maintain any equipment purchased under the grant contract. Office of Highway Safety and Justice Programs staff will provide an OHSJP inventory tag to be placed on all equipment purchases.

41. **Equipment Use:**

Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.

42. **Observance of National Safety Weeks:**

All subgrantees shall assist the Office of Highway Safety and Justice Programs in activities associated with Sober or Slammer/Christmas /New Year's (December and January); Buckle Up South Carolina (May); Operation Southern Shield (July), Sober or Slammer/Labor Day (September); and the observance of National Child Passenger Safety Week (September).

43. **Specialized Equipment/Occupant Protection Device Purchases:**

The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

44. **Purchasing Deadlines Required to Meet Federal Fiscal Year Close-Out:**

Purchases in excess of \$5,000 in the unit or aggregate and requiring approval of specifications/bid awards must be submitted through standard approval process prior to August 1st each year. All grant-funded expenditures must be requested, purchased, invoiced, and delivered prior to September 30th.

45. **Fiscal Regulations:**

The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Office of Highway Safety and Justice Programs Guidelines or "Special Conditions" placed on the grant award.

46. **Compliance Agreement:**

The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the Office of Highway Safety and Justice Programs. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the subgrantee of costs deemed unallowable.

47. **Suspension or Termination of Funding:**

The Office of Highway Safety and Justice Programs may suspend, in whole or in part, and/or terminate funding or impose another sanction on a subgrantee for any of the following reasons:

1. Failure to adhere to the requirements, standard conditions or special conditions.

2. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
3. Failure to submit reports.
4. Filing a false certification in this application or other report or document.
5. Other good cause shown.

48. **Buy America Act:**

The subgrantee will comply with the provisions of the Buy America Act (23 U.S.C. §313), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

49. **Restriction on State Lobbying:**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

50. **Federal Funding Accountability and Transparency Act (FFATA):**

The Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act – Pub.L. 109-282, as amended by section 6202(a) of Pub.L. 110-251) requires the Office of Management and Budget (OMB) to maintain a single searchable website that contains information on all federal spending awards. The site is www.USASpending.gov. The Transparency Act requires every grant/sub-grant/contract/sub-contract equal to or greater than \$25,000.00 awarded by the Office of Highway Safety and Justice Programs to be accounted for on the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) at www.fsr.gov. All contractors awarded federal funding equal to or greater than \$25,000.00 will be required to submit specific information requested by the Office of Highway Safety and Justice Programs to comply with the Transparency Act.

51. **Prohibition on Using Grant Funds to Check for Helmet Usage:**

The subgrantee must not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

52. **Policy on Seat Belt Use:**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit www.trafficsafety.org.

53. **Policy on Banning Text Messaging While Driving:**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

54. **Indirect Costs:**

Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are normally charged to Federal awards by the use of an indirect cost rate. A separate indirect cost rate(s) or IDCRC is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards.

2 C.F.R. §200.331(a)(4) and 2 C.F.R. §200.414(4)(f) states...if a subrecipient does not have a federally negotiated indirect cost rate, the pass-through entity may either negotiate a rate with that subrecipient or apply the de minimis indirect cost rate of 10% of modified total direct costs (MTDC). The pass-through entity may not force or entice the subrecipient without a federally negotiated indirect cost rate to accept a rate lower than the de minimis rate of 10%. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward or subcontract under the award (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

55. **Active DUNS number, Central Contractor Registration (CCR) registration, and South Carolina State Vendor ID are required for federal reporting purposes and reimbursement:**

A DUNS number is required during the application process: A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point-of-contact information, and registration is required only once. The DUNS number will be used throughout the grant life cycle. Obtain a DUNS number by calling 1-866-705-5711 or by applying online at <https://fedgov.dnb.com/webform>.

- a. **System for Award Management (formerly Central Contractor Registration [CCR]):** The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB). SAM is a Federal Government-owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to

receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box. <https://www.sam.gov/portal/public/SAM/>.

- b. **South Carolina State Vendor Number:** To ensure that your agency is registered with the state, in order to receive reimbursement for grant-eligible expenses, an agency or entity will need to go to the following link and register to obtain a SC State Vendor number. <http://www.mmo.sc.gov/PS/vendor/PS-vendor-registration.phtm>. This information should be sent with the first Request for Reimbursement to the person listed on the cover letter in your award packet.

56. Certifications Regarding Federal Lobbying, Debarment and Suspension and Drug-Free Workplace Requirements and other Responsibility Matters:

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Highway Safety and Justice Programs determines to award the covered transaction, grant, or cooperative agreement.

57. Certification Regarding Federal Lobbying:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. The undersigned certifies, to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

58. Certification Regarding Debarment and Suspension: Instructions for Primary Certification (States):

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

59. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

60. Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require low tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

61. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

62. Drug-Free Workplace Certification Act 1988 (41 U.S.C. 8103):

The State will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The grantee's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - e. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no

- later than five days after such conviction.
4. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
 5. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs of all of the paragraphs above.

Certification by Project Director

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Mr.

Name: Tommy

Suffix: Crompton

Title: Lt.

Agency: Oconee County Sheriff's Office

Mailing Address: 415 S. Pine St.

City: Walhalla

State: SC

9 Digit Zip: 29691-2197

(Area) Phone Number: (864) 638-4118

(Area) Fax Number: (864) 638-4208

E-Mail Address: tcrompton@oconeelaw.com

Signature: Lt. Tommy Crompton

Bonded: yes no

I certify that the Authorized Official and Chief Financial Officer are aware and in agreement with the grant as set forth above.

Certification by Financial Officer

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Mrs.

Name: Ladale

Suffix: Price

Title: Director of Finance

Agency: Oconee County

Mailing Address: 415 S. Pine St

City: Walhalla

State: SC

9 Digit Zip: 29691-2197

(Area) Phone Number: (864) 364-5188

(Area) Fax Number: (864) 710-1022

E-Mail Address: lprice@oconeesc.com

Signature: Ladale Price

Bonded: yes no

Certification by Official Authorized to Sign

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would have otherwise been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

Prefix: Ms.

Name: Amanda

Suffix: Brock

Title: Interim County Administrator

Agency: Oconee County

Mailing Address: 415 S. Pine St.

City: Walhalla

State: SC

9 Digit Zip: 29691-2197

(Area) Phone Number: (864) 638-4245

(Area) Fax Number: (864) 638-4246

E-Mail Address: abrock@oconeesc.com

Signature: Amanda Brock

Bonded: yes no

* **NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICAL AUTHORIZED TO SIGN CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA SIGNATURE.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 22, 2019

ITEM TITLE:

Title: Used 2007 Pierce 75' Aerial Quint Ladder Truck **Department:** Emergency Services **Amount:** \$350,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process. Finance Approval: Adale Price
Budget: \$1,055,000.00 Project Cost: \$350,000.00 Balance: \$750,000.00

BACKGROUND DESCRIPTION:

The purchase of a new fire engine for Emergency Services was approved in the 2018-19 FY Budget. Emergency Services is requesting they be allowed to purchase a used 2007 Pierce Quint Fire Engine equipped with an aerial ladder (the "Quint") as opposed to a new engine. The Quint has an aerial ladder in addition to all the capabilities of another engine. This Quint will help serve areas with explosive growth of multifamily housing and commercial development along Highway 123 and Lake Keowee. The Quint will be replacing an existing engine that was identified for replacement as part of the Emergency Services Capital Replacement Plan.

After looking at multiple comparative rigs across the Southeast, the Quint was selected as the best vehicle based on the County's needs and budget. The 2007 Pierce Quint, equipped with 75' aerial ladder and 2000 gallon per minute fire pump, is being offered for sale by Texas Fire Trucks of Houston, TX. Vehicle Maintenance has contacted Texas Fire Trucks or Houston, TX and received detailed information about the truck. Vehicle Maintenance feels the Quint may be suitable for service within our organization. Vehicle Maintenance and Fire Department Logistics will test drive and inspect the truck in Texas on Tuesday, January 22, 2019. Mr. Beck with Vehicle Maintenance will then submit his final approval or disapproval by 5:00 pm on January 22, 2019, a copy of which will be provided to County Council at the January 22, 2019 meeting.

SPECIAL CONSIDERATIONS OR CONCERNS:

County procedures for the purchase of used equipment have been followed. The Fire Chief, Charlie King, and the Procurement Director recommend purchase of the used 2007 Pierce 75 Aerial Quint, per the attached letters.

ATTACHMENT(S):

1. Quote from Texas Fire Trucks for Used Pierce Quint Fire Engine
2. Justification Memo from Fire Chief
3. Justification Memo from Procurement Director
4. Quotes for 3 Used Rescue Trucks
5. Quote for New Comparable Truck
6. Pictures (2)

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

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

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of one used, 2007 Pierce 75 Aerial Quint from Texas Fire Trucks, of Houston, TX in the amount of \$350,000.00

Submitted or Prepared By:  Approved for Submittal to Council: 
Tronda C Popham, Procurement Director Amanda F. Brock, Interim County Administrator

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

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



Quote

Texas Fire Trucks LLC
 1841 South Lakeline Blvd
 Suite 101 #129
 Cedar Park Tx 78613

DATE: JANUARY 16, 2019

TO Oconee County
 415 South Pine St
 Walhalla SC 29691

SALESPERSON	JOB	PAYMENT TERMS
Petocz		Due on receipt

QTY	DESCRIPTION	UNIT PRICE
1	2007 Pierce 75' Quint ladder truck Vin#4P1CE01AX7A006857	\$350,000
	Truck will come with current pump and aerial test.	
	Truck is sold as is with no warranty	

DEPOSIT	
SALES TAX	
BALANCE DUE	\$350,000

Make all checks payable to Texas Fire Trucks

Thank you for your business!



OCONEE COUNTY EMERGENCY SERVICES

216 EMERGENCY LANE, WESTMINSTER, SOUTH CAROLINA 29693

"ONE COUNTY, ONE MISSION!"

PHONE (864) 638-4200

FAX (864) 638-7046

Thursday, January 17, 2019

Oconee County Emergency Service requested in its FY2017-2018 capital replacement plan, \$350,00 for a suitable replacement for a new fire engine in the Corinth-Shiloh area. The current apparatus has reached its expected end of life cycle of twenty years and is in need for a more modern, dependable vehicle. Over the past 24 months, our county has seen near explosive growth in the Highway 123 corridor near Lake Keowee. This growth includes multiple large commercial occupancies, a hotel, luxury condominiums and an apartment complex 200+ multifamily buildings. Both the large square footage and multiple floors of these structures warrant the need for an aerial ladder truck to be placed within the area. The proposed vehicle has the same capability of the planned engine with the addition of a 75' ladder on the apparatus. Our team has worked with county motor pool staff to evaluate the cost of new vehicles vs quality late model used trucks. With the needs in mind of the current and planned growth, we identified three suitable trucks, along with the cost of a new vehicle. Those assessments are on the attached document.

It is our request that we move forward with the purchase of the 2007 Pierce 75' Quint, contingent on Vehicle Maintenance test drive and inspection on the morning of January 22, 2019. This has the capability of carrying the needed equipment, crew, water, pump and aerial ladder. This vehicle was previously used by a fire department in the southeast and has all emergency lights and sirens mounted to the truck. The mechanical condition of the apparatus will be evaluated by Emergency Services and Fleet Services team members January 22, 2019 and final approval or disapproval from Mr. Beck, Vehicle Maintenance Director will be provided prior to the Council Meeting. All feel that the vehicle will meet the needs of our program at a considerable cost savings to the taxpayers. The loose equipment needed to place it in service will be transferred from the existing engine that is being replaced.

We appreciate the continued support that is shown to our team and its programs. We strive to deliver the best possible community service with your support

Charles V. King, Fire Chief



Oconee County
Procurement Office

Tronda C. Popham,
CPPB
Procurement Director

Oconee County Administrative
Offices
415 South Pine Street

Phone: 864.638.4141
Fax: 864.638.4142
Email:
tpopham@oconeesc.com

January 16, 2019

TO: Amanda F. Brock

FROM: Tronda C. Popham *JCP*

SUBJECT: JUSTIFICATION FOR PURCHASE OF USED 2007 Pierce
75' Aerial Quint Ladder Truck FOR EMS

In the 2018-2019 budget, Emergency Services was allocated
\$350,000.00 for a replacement fire engine.

Per the attached justification letter received from Charlie King, Fire Chief, and the attached quotes comparing the pricing of the 2007 Pierce Quint Apparatus, three other used ladder trucks and a new ladder truck, I feel that we have followed all the necessary steps to recommend this as a Used Equipment purchase. The Vehicle Maintenance Director will be testing driving and inspecting the truck on January 22, 2019 and will submit his final approval / disapproval by 5:00 PM that day.

I am recommending, contingent on Ernie Becks approval, that we proceed with the purchase of the used 2007 Pierce 75' Aerial Quint Ladder Truck for \$350,000.





Search Trucks!



Office: 256.776.7786

[HOME](#) [FIRE TRUCKS FOR SALE](#) [FIRE TRUCK FINDER](#) [SERVICE](#)

[ABOUT US](#) [CONTACT](#)

[« Return to search results](#)

2003 Pierce Lance 105' Quint



\$350,000

[Yes, I'm Interested!](#)

For Additional Information,
Contact Brindlee Mountain at:

Local: 256.776.7786

2003 Pierce Lance 105' Quint



Download Images

****Ask More Questions About This Truck****

[« Return to search results](#)

2003 Pierce Lance 105' Quint
Pierce Lance Chassis
Seating for 6; 5 SCBA seats
Detroit Series 60 500 HP Diesel Engine
Allison 4000 Automatic Transmission
Hale 250 GPM Pump
425 Gallon Polypropylene Tank
Date of Last Pump Certification: 03/2018
Driver's Side Suction: (1) 3"
Officer's Side Suction: (1) 3"
Front Discharges: (1) 2 1/2"
Rear Suction: (1) 5" for ladder
Deck Gun Included
Harrison 220W Hydraulic Generator
Electric Reel: (2) 200'
Generator Hours: 584
Air Conditioning
Automatic Tire Chains
Federal Q Siren
Ground Ladders: 45', 35', 20', 16', 14', 10'
Pike Poles

Engine Hours: 2,817
Mileage: 21,478
LED Lighting
Pierce : 105' HD Aerial Aerial Device
Date of Last Aerial Certification: 07/2018
Aerial Hours: 327

Additional equipment not included with purchase.

Length: 42' 2"
Height: 11' 4"
GVRW: 70,800
Wheelbase: 254"

With under 25,000 miles, this used fire truck has been very well taken care of over its life. There should be plenty of life left to respond to emergency calls in your own fire department with this piece of emergency equipment.

This used fire truck was produced by Pierce Manufacturing. Pierce builds fire rescue vehicles in Appleton, Wisconsin and Bradenton, Florida. Pierce has built fire trucks since 1940, and is the highest volume producer of fire vehicles in the United States today. Click here to read the entire history of Pierce Fire Trucks:

<http://www.piercemfg.com/en/pierce/History.aspx>

Stock#: 11022

« Return to search results



**Apparatus currently resides in
USA - Northeast**



Search Trucks!



Office: 256.776.7786

[HOME](#)

[FIRE TRUCKS FOR SALE](#)

[FIRE TRUCK FINDER](#)

[SERVICE](#)

[ABOUT US](#)

[CONTACT](#)

[« Return to search results](#)

2005 E-One Cyclone II 100' Bronto Platform



\$550,000

[Yes, I'm Interested!](#)

For Additional Information,
Contact Brindlee Mountain at:

Local: 256.776.7786

2005 E-One Cyclone II 100' Bronto Platform



[Download Images](#)

****Ask More Questions About This Truck****

[« Return to search results](#)

2005 E-One Cyclone II 100' Bronto Platform

E-One Chassis

Seating for 6; 5 SCBA seats

Detroit Series 60 500 HP Diesel Engine

Allison 4500EV Automatic Transmission

Engine Brake

Waterous 06R0818818 2000 GPM Pump

Current Annual Pump Service Test

300 Gallon Polypropylene Tank

Driver's Side Discharges: 1 - 2.5"

Driver's Side Suction: 1 - 2.5" 1 - 6"

Officer's Side Discharge: 1 - 2.5" - 1 - 4"

Officer's Side Suction: 1 - 6"

Rear Suction: 1 - 4" Waterway Inlet

Yes

Crosslays/Speedlays: 2 - 1.5" 1 - 2.5"

2 - 200' 20 AMP/120V

2 - 4500 PS1

Air Conditioning

Federal Q Siren

Engine Hours: 385,7.8

Mileage: 42,067

Current Aerial Certification

FLOORLP

Power mirrors, heated mirrors, electronic siren, cab spotlight, Gamber Johnson MOJ Mount, 8 SCBA Cylinder storage compartments, 2 front halogen eyebrows, Electronic pump control valves, electronic pressure governor, all operators and service manuals, aluminum wheels and michelin tires.

Ground Ladders 10' 12' 16' 18' 24' 35'

Additional equipment not included with purchase.

Length: 41' 9"

Height: 11' 10"

Width: 81,500

Wheelbase: 230"

With under 50,000 miles, this piece of apparatus has lots of life remaining to respond to emergencies in your department.

This truck has the pump to move water wherever you need it! The gallons per minute this used fire truck will flow will help get your fire flow capacity needed to help your Fire Department's ISO rating!

E-ONE is a worldwide designer, manufacturer and marketer of fire rescue vehicles with more than 28,000 vehicles in operation around the globe. Established in 1974, E-ONE pioneered the use of extruded aluminum in first responder vehicles and continues to lead the industry today with innovative uses of this material along with our stainless steel product line. Headquartered in Ocala, Florida, innovation has been the company's driving force and continues to be the impetus behind its pursuit of new technologies. The result is state-of-the-art fire rescue vehicles recognized for superior firefighting and rescue capabilities.

<http://www.e-one.com/about/why-e-one>

Seller's Information About this Truck:

Truck is in great condition, always serviced and repaired as needed. All service records available. Stock#: 05810



Search Trucks!



Office: 256.776.7786

[HOME](#) [FIRE TRUCKS FOR SALE](#) [FIRE TRUCK FINDER](#) [SERVICE](#)

[ABOUT US](#) [CONTACT](#)

[« Return to search results](#)

2008 Ferrara Smeal 107' Quint



\$525,000

[Yes, I'm Interested!](#)

For Additional Information,
Contact Brindlee Mountain at:

Local: 256.776.7786

2008 Ferrara Smeal 107' Quint



Download Images

View More Photos

****Ask More Questions About This Truck****

[« Return to search results](#)

2008 Ferrara Smeal 107' Quint
Ferrara Igniter Chassis
Seating for 4; 3 SCBA seats
Detroit Series 60 515 HP Diesel Engine
Allison 4000 EV Automatic Transmission
Engine Brake
Waterous CSU 2000 GPM Side-Mount Pump
300 Gallon Polypropylene Tank
Foam Pro 2001 Foam System
20 Gallon Foam Cell
Date of Last Pump Certification: 07/2017
Driver's Side Discharges: (2) 2 1/2"
Driver's Side Suction: (1) 6", (1) 2 1/2"
Officer's Side Discharge: (3) 2 1/2"
Officer's Side Suction: (1) 6"
Front Discharges: (1) 1 1/2"
Rear Suction: (1) 4"
Crosslays/Speedlays: Crosslays: (2) 1 1/2", (1) 2 1/2"
Harrison 10KW Hydraulic Generator

2008 Ferrara Smeal 107' Quint | Used Truck Details

Air Conditioning
Federal Q Siren
Engine Hours: 1,013
Mileage: 12,509
Arrowstick Traffic Indicator
Telescoping Lights
Smeal : 107' Quint Aerial Device
Date of Last Aerial Certification: 12/2016
Aerial Hours: 107

Additional equipment not included with purchase.

Length: 41' 6"
Height: 12'
GVRW: 80,500

This truck has the pump to move water wherever you need it! The gallons per minute this used fire truck will flow will help get your fire flow capacity needed to help your Fire Department's ISO rating!

With under 25,000 miles, this used fire truck has been very well taken care of over its life. There should be plenty of life left to respond to emergency calls in your own fire department with this piece of emergency equipment.

Ferrara Fire Apparatus leads the industry in the custom design and manufacture of emergency response vehicles. Ferrara is known for its heavy duty construction materials and design process that gives the customer input into how the truck will be built. Ferrara has delivered more than 4,000 new fire apparatus to agencies in the United States and around the world. Staying true to understanding individual customer's needs and developing advanced apparatus concepts, Ferrara's lineup of custom fire apparatus includes the Inferno, Igniter, Ember, and Intruder 2 Custom Fire Chassis, Heavy Duty Aerial Ladders and Platforms, Pumpers, Tankers, Rescues, Incident Command and Heavy Rescue Trailers, Inundator Industrial Fire Apparatus and Wildland Interface Vehicles. Headquartered just outside of Baton Rouge in Holden, Louisiana, Ferrara Fire Apparatus is America's premier provider of heavy duty fire apparatus. We continue to provide every customer with the best products, service and support in the industry.

<http://www.ferrarafire.com/Company/History.html>

With an on-board foam system, your fire fighting will use the water more efficiently. Adding







Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart		
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [<1]
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Debbie Sewell [<1]	Doug Hollifield [<1]	Sandra Gray	Ed Land [<1]	Vickie Willoughby [<1]	Kim Alexander [<1]	Rex Blanton [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette-Boreman [1]	Libby Imbody [1]	Mariam Noorai [2]	Tony Adams [1]	Stacy Smith	Shawn-Johnson [1]	VACANT
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [<2]	Ryan Honea	Josh Lusk [1]	Charles Morgan [<1]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Ernie Lombard [1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			Darlene Greene
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1.15]; M. Jacobson [P, 1.15]; W. Caster [2, 1.15]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P[1.17]]; L. Martin [P[1.17]]; A. Suddeth [2]; C. Morrison [1.17]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee (end 1.17)													
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV						
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; -Mr. Scott Moulder, Administrator; Mr. Sammy Dickson						
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge						
ACOG BOD				N/A	NO	January	Council Rep: Mr. Elliott [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaire on file]

Denotes Individual who DOES NOT WISH TO BE REAPPOINTED

Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.



NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
December 4, 2018

Presentation regarding Entrepreneurship in Oconee County – Dave Elridge

Mr. Dave Elridge, Oconee Economic Alliance Commission, addressed the Committee highlighting the following:

- Non-profit organization to work with entrepreneurs and small businesses
- Once a month training program at Tri-County Technical College, assign a mentor on a permanent basis if requested, and provide space for a small business for a very low cost for three to four years
- Need another incubator close to the Clemson area

Economic Alliance Update

Ms. Janet Hartman, Interim Economic Alliance Director, addressed the Committee highlighting the following:

- 75 Investors
- \$69 Million in Capital Investment
- 123 New Jobs in 2018
- Agriculture & Tourism
- Education
- Oconee Destination

Regarding the previous discussion regarding the entrepreneurship in Oconee County, Mr. Davis made a motion, seconded by Mr. Hart, approved 3 – 0, to recommend to full Council for approval for Oconee County to begin exploring potential locations for a second incubator that is in closer proximity to Clemson University.

The next Planning & Economic Development Committee meeting is scheduled for Tuesday, March 5, 2019 beginning at 4:30 p.m.

Katie Smith

From: Katie Smith
Sent: Thursday, December 13, 2018 10:17 AM
To: 'classadmgr@upstatetoday.com'
Cc: Katie Smith
Subject: Legal Ad Request

Please run in the next edition of your publication. Please respond to the email to confirm receipt.

“Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, January 22, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH
CAROLINA OCONEE
COUNTY**

Ordinance 2018-34

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

Please confirm receipt of this email by way of reply.

Best Regards,
Katie

Katie D. Smith
Clerk to Council
415 S. Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

Katie Smith

From: Katie Smith
Sent: Thursday, December 13, 2018 10:18 AM
To: 'classadmgr@upstatetoday.com'
Cc: Katie Smith
Subject: Legal Ad Request

Please run in the next edition of your publication. Please respond to the email to confirm receipt.

“Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, January 22, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH
CAROLINA OCONEE
COUNTY**

Ordinance 2018-35

AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.”

Please confirm receipt of this email by way of reply.

Best Regards,
Katie

Katie D. Smith
Clerk to Council
415 S. Pine Street
Walhalla, SC 29691
864-718-1023

L NOTICES

LEGALS

any collateral assignment contained in the referenced is perfected and Attorney hereby gives notice that shall be payable directly to it ary to its undersigned from the date of default. In native, Plaintiff will move dge of this Circuit on the after service hereof, or as eafter as counsel may be r an Order enforcing the nt of rents, if any, and g payment of all rents y such assignment directly ntiff, which motion is to be on the original Note and herein and the Complaint hereto.

OF FILING COMPLAINT DEFENDANTS ABOVE

PLEASE TAKE NOTICE ginal Complaint, Cover Sheet Actions and Certificate of from ADR in the above ion was filed in the Office of of Court for Oconee County r 30, 2018. A Notice of Intervention was also filed of Court's Office. rock & Scott, PLLC ermandina Road, Suite 110

LEGAL NOTICES

LEGALS

Columbia, SC 29210
Phone 844-856-6646
Fax 803-454-3451
Attorneys for Plaintiff

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, January 22, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-35**
AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, January 22, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:
**STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-34**

LEGAL NOTICES

LEGALS

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

**OPEN HO
NEW CONSTRUCTION**



150 Knox Ldng Drive
Seneca, SC 29672
5 BEDS 4 BATHS 4500 SQ FT
\$889,000 | LISTING ID

Brand new construction on
Master suite on both floors.



Delane C
Realtor, Top
(864) 324-1

RE/MAX REALTY
305 McCall Brothe

perienced • Local • Family Owned

Carolina Home
Real Estate Inc.



• Marketing • Rentals • Property Management

Carolina Home Commercial
Real Estate Inc

Carolina Home Property Management

Lisa Ancona, Broker/Owner

102 N. Fairplay St • Seneca
864-882-6670 • carolinahomesc.com



SERVICE FI

Find A Local Professional For All Y

CLEANING

CONSTRUCTION

HOME IMPROVEMENT

TEAM MASTER
Steam M
& Upholstery

Cesar's
Construction & Roofing

Priority Painting
Where Your Satisfaction

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-34

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, 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 12/14/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
12/14/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

■ TRANSPORTATION

AUTOS FOR SALE



2012 Jeep Compass Sport
120k miles • JUST \$6,850!!!
29mpg on hwy
excellent shape - tilt cruise
mp3 alloys 4 cylinder automatic
Call 864-221-9949

2013 Chevrolet Silverado 2500 HD

- Only one owner!
- **VERY** low mileage
- Red in color
- 4 door extended cab
- Seats 5 people
- V8 flex fuel
- 6.0 liter
- Automatic transmission
- 6 speed HD w/ overdrive.
- 4WD

Call (770)714-9953 for more information or to see the vehicle!



2013 Toyota Avalon Limited Hybrid.
60k miles, \$16,900.

Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467



2017 Cadillac XT5 Luxury
38K miles • ONLY \$27,500
Pete's Autos
402 Oak Street • Seneca
Call 882-1467



84 Mercedes 300D Turbo
170K miles, \$6,500.

■ LEGAL NOTICES

LEGALS

16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.

NOTICE OF FILING COMPLAINT TO THE DEFENDANTS ABOVE NAMED:

YOU WILL PLEASE TAKE NOTICE that the original Complaint, Cover Sheet for Civil Actions and Certificate of Exemption from ADR in the above entitled action was filed in the Office of the Clerk of Court for Oconee County on October 30, 2018. A Notice of Foreclosure Intervention was also filed in the Clerk of Court's Office.

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110

■ LEGAL NOTICES

LEGALS

Columbia, SC 29210
Phone 844-856-6646
Fax 803-454-3451
Attorneys for Plaintiff

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, January 22, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-35

AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, January 22, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-34

Experienced • Local • Family Owned

Carolina Home
Real Estate Inc.



Sales • Marketing • Rentals • Property Management

Carolina Home Commercial
Real Estate Inc.

Carolina Home Property Management

MLS

Lisa Ancona, Broker/Owner

102 N. Fairplay St • Seneca
864-882-6670 • carolinahomesc.com



SERVIC
Find A Local Professional

CLEANING

CONSTRUCTION

HOME

STEAM MASTER
SteamMaster
Carpet & Upholstery

Cesar's
Construction & Design

Pr
Pa
Where Y

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-35

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, 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 12/14/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
12/14/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

Katie Smith

From: Katie Smith
Sent: Friday, January 11, 2019 12:21 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 26231 Confirmation

Looks good; thanks!

Katie D. Smith
Clerk to Council
415 S. Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Friday, January 11, 2019 12:04 PM
To: Katie Smith
Subject: Classified Ad# 26231 Confirmation

Please let me know if you approve this ad to run in the legal section of tomorrows edition of The Journal. If approval is not received, this ad will not be released for publication. Thank you, Kelsie Beebe

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:26231
Phone#:864-718-1023
Date:01/11/2019

Salesperson: KBEEBE

Classification: Legals

Ad Size: 1.0 x 7.000

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	01/12/2019	01/12/2019	1	89.95	89.95
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
01/11/2019	26231	BILLED ACCOUNT

Total Amount: 94.95

Amount Due: 94.95

Comments: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2019

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

PUBLIC NOTICE

The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be only on the third Tuesday of each of the three months;
- April meetings will be held on the first and fourth Tuesday.

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 from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules.

Oconee County Council will also have a joint workshop with the Oconee County Planning Commission on Thursday, January 17, 2019 in Council Chambers for the purpose of discussing the comprehensive plan.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2019 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 p.m. on the following dates: January 22, March 19, June 18, & September 17, 2019.

The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: April 2, April 9, April 23, May 7, May 21, & June 4, 2019.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.



Public Comment
SIGN IN SHEET
6:00 PM

January 22, 2019

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	<i>Tony Adams</i>	<i>Questions of Council</i>
2	<i>Beverly Brackett</i>	<i>Introduction of myself.</i>
3		<i>Chair of Liason BOTs/tees</i>
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

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



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: January 22, 2019 6:00 p.m.**

Ordinance 2018-34 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

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

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	

A large, stylized handwritten signature in blue ink is written across the table, starting from the right side of row 1 and extending down to the left side of row 22.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: January 22, 2019 6:00 p.m.**

Ordinance 2018-35 "AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

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

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	

[Handwritten signature in blue ink across rows 6-16]

Tronda Popham

From: Ernie Beck
Sent: Tuesday, January 22, 2019 2:57 PM
To: Amanda Brock; Charlie King; Tronda Popham
Subject: 2007 PIERCE LADDER TRUCK

Good afternoon,

We have thoroughly inspected the 2007 Pierce ladder truck VIN 4P1CE01AX7A006857 at Siddons- Martin Group from Texas Fire Truck's in Houston TX. After the inspection it would be my recommendation to purchase the ladder truck for Oconee County's Rural Fire Department .

Thank you

Ernie Beck
Vehicle Maintenance Director

January 22, 2019

To: Oconee County Council - John Elliott - District 1
Wayne McCall - District 2
Paul Cain - District 3
Julian Davis - District 4
Glenn Hart - District 5

Subject: Questions For Council At January 22, 2019 Meeting

From: Tony Adams *TA*

Cc: Amanda Brock - Interim County Administrator
David Root - County Attorney
Katy Smith - Council Administrative Assistant

I was disappointed to see that the current status of Council's recruiting for a new County Administrator was not included during the public part of tonight's meeting like Mr. Davis said it would be in the Seneca newspaper a few days ago.

With that being said, I do believe the residents of Oconee need to be updated on the status of this search and the associated costs that County taxpayers will be asked to play. Mr. Elliott has expressed his desire to do a national search conducted by a national search firm, on the other hand, at the last Council meeting Mr. Cain said the application process would be reopened. No matter what the Council's future plans are I believe the residents of Oconee deserve an accurate estimate of the anticipated future total cost of of this recruitment as well as the funds already expended on this search. Since Mr. Elliott is the Council member who brought up the national search by a national firm I believe it would be pertinent if Mr. Elliott provided these numbers, especially since he had a long successful business career and knows the importance of cost savings and good accounting principles.

Second, I question the need for County Ordinance 2018-35 pertaining to no term limits for the members of the County Aeronautics Commission. I believe we all see what no term limits have done to us in Columbia and Washington and I personally, and I would believe the vast majority of Oconee residents agree with me. It seems the airport has been operating fine since the disagreement the County had with Jerry Edwards a few years back over ownership of a hanger at the County airport. I also have to question the validity or need of Ordinance 2018-35 since Mr. Edwards now has three members of our County Council in his pocket. The Aeronautics Commission should be appointed just like any other County Commission.

Third, I question Resolution 2019-01 at it's First and Final Reading. As you can see this Resolution is as follows. "A Resolution authorizing the Oconee Council Chair to execute and deliver the consent of Oconee County, South Carolina to the notice of transfer of State Issued Certificates of Franchise Authority, and other matters related thereto".

This may be fine, but it needs to be explained in layman's terms that interested Oconee residents can understand so they will know what Mr. Davis may be transferring that belongs to them.

Third, the Planning & Economic Development Committee has recommended that a second business incubator be established nearer Clemson University. Does this have any impact on the already approved spec building in the Golden Corner Commerce Park near Fair Play. The residents of southern Oconee would like to know the current status of this spec building as well as the entrance work to that park that was either completed or abandoned.

The grant for Phase 2 of the Sewer South Project is on tonight's agenda. When this comes up, I and a lot of other residents would like to know the status to the County's negotiations with OJRSA on that organization taking ownership of the Sewer South System. This grant requires that OJRSA have ownership of Sewer South before the grant can be received. If I remember correctly the Sewer Authority was originally scheduled to vote on taking ownership on, or about, December 5, 2018. What hold ups have come to the surface. The residents deserve to know this.

If my questions are not answered tonight, I believe it is reasonable for me to receive answers at the next regularly scheduled Council Meeting.

Thank you in advance for your cooperation.