



A G E N D A

OCONEE COUNTY COUNCIL MEETING

October 1, 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

- September 17, 2019 Regular Minutes

Administrator Comments

P. MOORE OCONEE COUNTY CONSERVATION BANK BOARD EASEMENT FUNDING

OCCB UNANIMOUSLY APPROVED ON TUESDAY, SEPTEMBER 17, 2019 FOR COUNCIL TO APPROVE FUNDING IN THE AMOUNT OF \$8,100 FOR A CONSERVATION EASEMENT TO OCONEE SOIL AND WATER CONSERVATION DISTRICT.

CLIFF'S TIMBER LLC OCONEE COUNTY CONSERVATION BANK BOARD FEE SIMPLE PURCHASE

OCCB UNANIMOUSLY APPROVED ON TUESDAY, SEPTEMBER 17, 2019 FOR COUNCIL TO APPROVE FUNDING IN THE AMOUNT OF \$58,000 FOR A FEE SIMPLE PURCHASE TO NATURALAND TRUST.

Public Hearings for the Following Ordinances

Ordinance 2019-20 "AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, AND AN INTEREST IN THAT CERTAIN INFRASTRUCTURE FINANCE AGREEMENT DATED AS OF NOVEMBER 1, 2007, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT AND THE INFRASTRUCTURE FINANCE AGREEMENT; AND OTHER MATTERS

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.

RELATED THERETO.”

Ordinance 2019-21 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND ACI PLASTICS SOUTH, LLC, INCLUDING THE INCLUSION OF ACI PROPERTIES SOUTH, LLC, AND GREENCYCLE U.S. HOLDING, INC. AS CO-SPONSORS, AND AMENDING THE FEE AGREEMENT DATED AS OF OCTOBER 1, 2014; AND OTHER MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

Ordinance 2019-20 *[see caption above]*

Second Reading of the Following Ordinances

Ordinance 2019-21 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND ACI PLASTICS SOUTH, LLC, INCLUDING THE INCLUSION OF ACI PROPERTIES SOUTH, LLC, AND GREENCYCLE U.S. HOLDING, INC. AS CO-SPONSORS, AND AMENDING THE FEE AGREEMENT DATED AS OF OCTOBER 1, 2014; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2019-22 “AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA TO FINANCE AND ACQUIRE CERTAIN FIRE TRUCKS AND RELATED EQUIPMENT IN AN AMOUNT NOT EXCEEDING \$2,300,000; TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO CARRY OUT THE FINANCING AND ACQUISITION; AND OTHER RELATED MATTERS.”

First Reading of the Following Ordinances

[None scheduled.]

First & Final Reading for the Following Resolutions

[None scheduled.]

Discussion Regarding Action Items

Request Council approval for 1st year funding for Highway Safety Grant No. PT-2020-HS-32-20 for a Special Traffic Enforcement Unit [STEU] to include one [1] STEU Corporal in an amount not to exceed \$11,500 and authorize the County Administrator to accept and execute the corresponding STEU Grant Offer

- 1st year funding for a 1-Person Special Traffic Enforcement Unit (STEU) to include: (1) Road Cpls, (1) patrol SUV vehicle, officer equipment and a public awareness campaign to: reduce fatalities/collisions, reduce speeding, reduce DUIs/Impaired driving, and increase seat belt and helmet usage.
- Amount of Award is \$130,399 from SCDPS OHSJP to begin on October 1, 2019
- Cash Match: None (100% grant funding) except for non-allowable costs below.
- Sheriff’s Office contributing approximately \$11,500 [for items/costs not allowable under SCDPS funding criteria] and will need to be budgeted for in the Sheriff’s Office FY 19-20 budget.

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It is staff's recommendation to [1] approve 1st year funding for Highway Safety Grant No. PT-2020-HS-32-20 for a Special Traffic Enforcement Unit [STEU] to include one [1] STEU Corporal in an amount not to exceed \$11,500 and [2] authorize the County Administrator to accept and execute the corresponding STEU Grant Offer.

Engineering Services for Seneca Creek Access Area / PRT / \$103,390.00

Funding will come from designated Economic Development millage for PRT Capital Projects

Seneca Creek Access Area project includes re-locating the existing ramp for better use at low water levels, adding a lane to make a 3-lane ramp, provide for parking of up to 50 boats/trailers and add a kayak launch, fishing pier, picnic area and bank fishing trail. The project may be completed in phases, which will be determined once engineering is complete and made ready for bid.

At the April 5, 2016 meeting, Council approved the award of RFP 15-09 for On Call Engineering Services to Thomas & Hutton of Greenville, SC for Category E: On Call General Engineering Services. Parks Recreation and Travel (PRT) wishes to contract with Thomas & Hutton to provide engineering services for Site and Marine Element Improvements to the proposed Seneca Creek Access Area (Seneca Creek Boat Landing). Thomas & Hutton will provide services that include general consulting, design services for upland site engineering design and marine design elements. They will also provide permitting, bidding and award assistance, construction administration and observation services per the attached proposal.

It is the staff's recommendation that Council approve the total award of \$103,390.00 to Thomas & Hutton, of Greenville, SC for engineering services for the above mentioned project.

2020 Dodge Durango Pursuit / Sheriff's Office / \$88,104.00

Budget: \$1,600,951.00 / **General Legal Balance:** \$1,328,442.88 / **Project Cost:** \$88,104.00 /
Balance: \$1,240,338.88

Sheriff's fleet vehicles necessary for fiscal year 2019-2020 operations includes; three (3) Dodge Durango Police Interceptor SUV's. Santee Automotive, LLC of Manning, SC is the SC State Contract vendor for these Dodge Durango's. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

It is the staff's recommendation that Council approve the purchase of three (3) 2020 Dodge Durango Pursuits vehicles from Santee Automotive, LLC of Manning, SC in the amount of \$88,104.00.

New Voting System Demonstration. Expressvote Ballot Marking Device is a paper based voting system with a Digital Scanner Ballot Box. This voting system allows the voter to print their selections for review before their ballot is scanned for tabulation. It is also equipped with numerous and various devices and options for voters with disabilities (blind, physically handicapped, and voters that may not be able to read or write)

Change Order #1 PO 52584 Engineering Services for Oconee Industry and Technology Park / Oconee Economic Alliance / \$11,280.00

On December 20, 2016, County Council approved the Engineering Services for Oconee Industry & Technology Park (OITP), under RFP 15-09 On-Call Engineering, which was approved at the April 5, 2016 Council meeting. The scope of work in this proposal includes compilation of new Construction Documents, submittal of a separate land disturbance permit package to SCDHEC and construction observation for the interior roads. The original Awarded amount was \$488,870.00. The amount of the requested Change Order is \$11,280.00 which will bring the total to \$500,150.00.

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It is the staff's recommendation that Council [1] approve Change Order # 1 PO 52584 (Addendum #1) to Thomas & Hutton in the amount of \$11,280.00 for new construction documents, separate permit packages and construction observation. This will bring the total amount of the PO to \$500,150.00 and [2] authorize the County Administrator to sign / execute the change order.

Council Committee Reports

Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....[09/17/2019]

Motion to direct the County Administrator to look in the feasibility of hiring a County employee to provide transportation for those in need four days a week to the Rosa Clark Clinic in Seneca and related tasks per unanimous recommendation by the Law Enforcement, Public Safety, Health & Welfare Committee on September 17, 2019.

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

***Building Codes Appeal Board.....1 At Large Seat**

**No questionnaires on file for the seat listed above*

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.]

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] Receive legal advice related to a moratorium, or prohibition, on future billboard construction.*
- [2] Discussion regarding an Economic Development matter, Project Aztec.*
- [3] Discussion regarding an Economic Development matter, Project Cactus.*

Discussion Regarding Action Items [cont'd]

Discuss and act on any appropriate motions related to the issue of a moratorium or prohibition on future billboard construction.

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.

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GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

09/06/2019

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Oconee County** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of over 20,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.

CERTIFICATE OF APPRECIATION

AWARDED TO THE

FINANCE DEPARTMENT

DUE TO YOUR HARD WORK AND DEDICATION, OCONEE COUNTY HAS RECEIVED THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING BY THE GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA (GFOA) FOR ITS COMPREHENSIVE ANNUAL FINANCIAL REPORT.

AWARDED THIS 1ST DAY OF OCTOBER, 2019


AMANDA F. BROCK, ADMINISTRATOR


JULIAN DAVIS III, COUNCIL CHAIRMAN



Oconee County Conservation Bank
PROPERTY OWNER
STATEMENT OF INTEREST FORM
 Oconee County, South Carolina

Property Owner Name Peggy Bowen Moore

Property Owner Address 199 Twin Oaks Lane
Westminster, SC 29693

Eligible OCCB Recipient Name and Address _____

Property Owner Telephone Numbers Home: NA
 Cell: [REDACTED]
 Work: NA = Retired

Description & Size of Your Property in Acres:
36.8 acres
open pasture land

General Location of Your Property:
Highway 24 in Dakway community, house located
within a triangle of Pioneer Water office, Dakway
Farm & Garden store, and Dollar General,

Oconee County Tax Map Number[s] [required] 290-00-04-010

Your Property's Unique Characteristics:
Prime/statewide Important soils = 50 acres = 54%
Property around my house landscaped in native plants
Very desirable view of Blue Ridge mtns.; Consee Table Rock.
Several years ago an EQUIP Grant allowed Bad Creek,
us to dig a well, wild life plots, water stations
for cattle, fenced off creeks, and planted wildflowers & native grass

THIS STATEMENT OF INTEREST, AS PRESENTED, REPRESENTS A BINDING PROPOSAL. ANY APPROVAL, CONDITIONAL OR FINAL, IS CONTINGENT UPON THE LANDOWNER'S FULFILLMENT OF ANY AND ALL PLEDGES AND PROPOSALS AS PRESENTED IN THE APPLICATION. IN ADDITION, I HAVE RECEIVED AND READ BOTH THE "KNOW WHAT TO EXPECT" AND "PROCESS" FORMS ATTACHED TO THIS DOCUMENT.

5-10-18

Date

Peggy B. Moore

Signature of Landowner

Your signature acknowledges receipt of and a full understanding of the "Know What to Expect" [pg. 3] and the "Process" [pgs.4-5] Forms.

Completed Form to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council

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

or

via email to: ksmith@oconeesc.com



Oconee County Conservation Bank PROPERTY OWNER STATEMENT OF INTEREST

Know What to Expect

What you need to know before you begin the process of having your property considered by the Oconee County Conservation Bank Board [OCCB]:

The Application will require the following to be provided by the property owner at their expense:

- An appraisal of the property
- May require surveys and additional professional work which the landowner is solely responsible to secure.
- The landowner will be required to sign that you understand that you are solely responsible for the costs of securing any work required to complete the application and that the OCCB is not responsible for such costs. [While each applicant may apply for a grant to cover, in whole or in part, the costs of such required work, the OCCB is under no obligation to approve any application.]

If the OCCB requires additional information it may include but is not limited to the following items:

- Detailed information about their property including deed and tax map references.
- Detailed information about their properties value which will require a detailed appraisal.
- May require and updated survey.
- Coordination with a non-profit managed to conserve land and similar resources or other eligible entity as described in the Oconee County ordinance creating the OCCB.
- Maps, photos and other documentation to support the conservation values of the land.

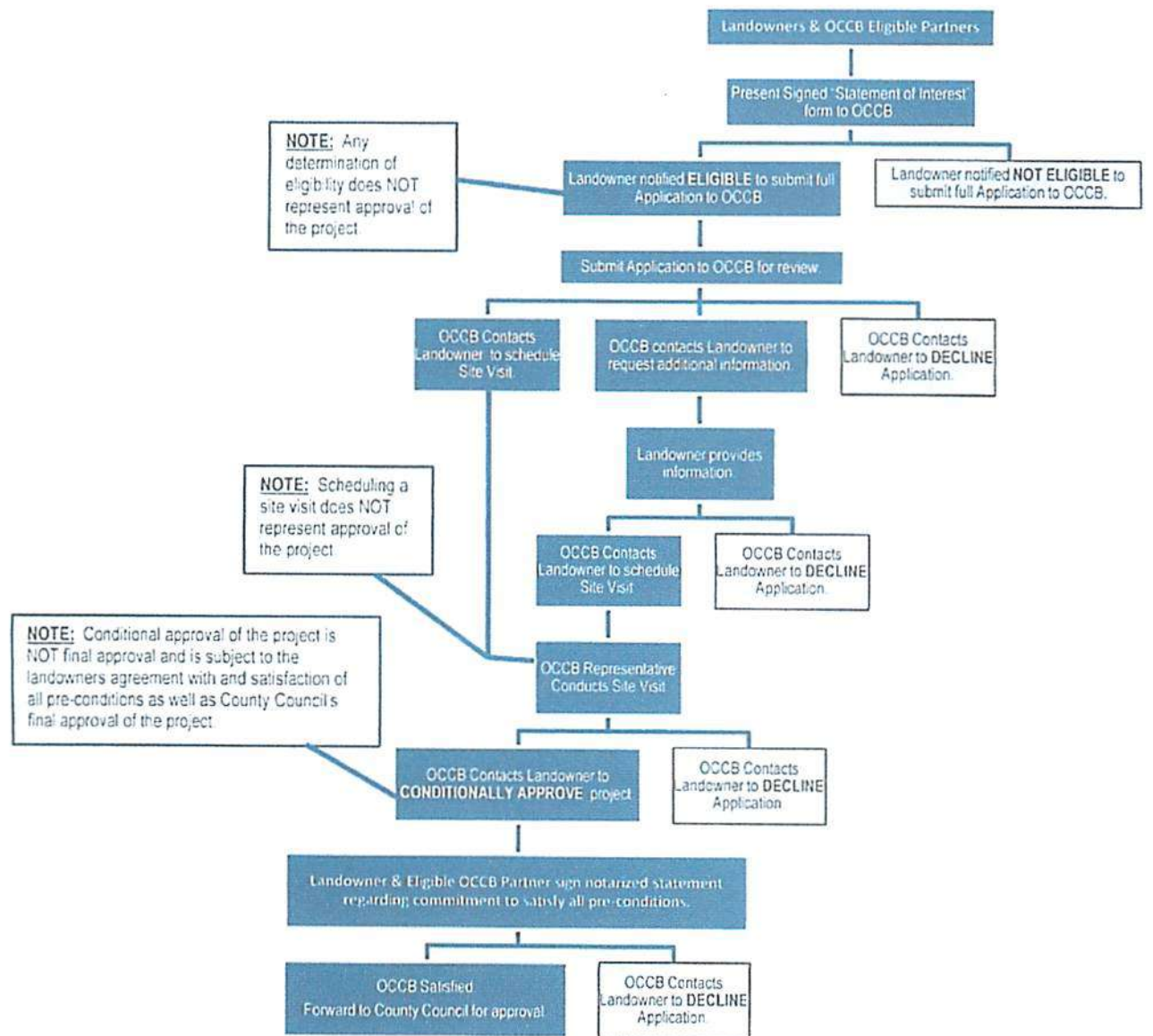
ANY APPLICATION WILL REPRESENT A BINDING PROPOSAL. ANY APPROVAL, CONDITIONAL OR FINAL, IS CONTINGENT UPON THE LANDOWNER'S FULFILLMENT OF ANY AND ALL PLEDGES AND PROPOSALS AS PRESENTED IN THE APPLICATION.



Oconee County Conservation Bank PROPERTY OWNER STATEMENT OF INTEREST PROCESS FORM

1. Landowner and their OCCB eligible “partner” (*e.g., a non-profit managed to hold conservation lands, government body or other eligible entity*) present a signed “Statement of Interest” form to the OCCB. Landowner will be notified if their property is eligible and to submit a full application to the OCCB. [NOTE: Any such determination of eligibility to apply does not represent approval of the project.]
2. Landowner and their OCCB eligible “partner” submit full application with substantiation to the OCCB for review.
OCCB contacts landowner to
 - (i) request additional information,
 - (ii) decline the application, or
 - (iii) schedule a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]
3. Landowner provides additional requested information, if necessary.
OCCB contacts landowner to
 - (i) decline the application, or
 - (ii) schedule a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]
4. OCCB representatives or agents make scheduled site visits to each property in the application cycle deemed appropriate for a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]
After the site visits are completed, OCCB contacts the landowner to
 - (i) decline the application, or
 - (ii) conditionally approve the project. [NOTE: Conditional approval is not final approval and is subject to the landowner’s agreement with and satisfaction of all pre-conditions as well as County Council’s final approval of the project.]
5. For each conditionally approved project, the landowner and their eligible OCCB must sign a notarized statement stating their commitment to satisfy all pre-conditions and must prove to the OCCB’s satisfaction that all pre-conditions have been met.
Upon receiving such commitment and satisfaction, the OCCB will prepare any such properties for presentation to the Oconee County Council.

NOTE: Only Oconee County Council can finally approve any project and no project shall be considered approved or final until such final approval is granted. The landowner and eligible OCCB partner remain fully responsible for all expenses and costs associated with application to and interaction with the OCCB throughout the application process. The landowner and eligible OCCB partner will only be reimbursed for those expenses and costs associated with application to and interaction with the OCCB if such reimbursement is sought in the grant application and finally approved by the OCCB and Oconee County Council.





Oconee County Assessor			
Parcel: 290-00-04-010 Acres: 34.318			
Name:	MOORE PEGGY ELIZABETH B	Land Value:	109200
Site:		Improvement Value:	57790
Sale:		Accessory Value:	0
Mail:	199 TWIN OAKS LANE WESTMINSTER, SC 296930000	Total Value:	166990



Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll.
 Date printed: 05/14/18 : 09:08:38



Oconee County Conservation Bank Application for Funding

Oconee County, South Carolina

Completed Application to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

or

via email to: ksmith@oconeesc.com

SECTION I

I. General Information:

Acquisition type: Fee Simple Conservation Easement

Landowner's Name Peggy B. Moore

Mailing Address: 199 Twin Oaks Lane

Westminster SC 29693

Daytime Telephones [REDACTED]

Eligible OCCB Recipient Seeking Funding *(See Oconee County Ordinance 2011-16, Section II, G)*

Name of Organization Oconee Soil and Water Conservation District

Authorized Agent Name: Eddie Martin

Mailing Address: 301 West South Broad Street

Walhalla SC 29691

Daytime Telephones (864) 557 6168

II. Property Information

Legal Description

County: Oconee

Tax Map # 290-00-04-010

Assessor's Plat & Lot Numbers:

Deed Reference [Book & Page]

14-N/100

Current Zoning Classification

zone free

Location on County Map (attach copy as **EXHIBIT A**)

Brief description of property including:

a. Total Acres	34 .31
b. Total Forested	3.4
c. Total Cleared / Open	27 .5
d. Total Wetlands	zero
e. Creeks and/or Rivers	340 linear feet of stream

Please include any surveys, USGS maps, directions, county locator map, or any other pertinent information.

III. Miscellaneous Information:

Who is the Party responsible for managing the land?

Name Peggy B. Moore

Address: 199 Twin Oaks Lane Westminster SC 20693

Telephone Number [REDACTED]

Who is responsible for enforcing any conservation easements or other restrictions on this property?

Name Oconee Soil and Water Conservation District

Address: 301 West South Broad Street Walhalla SC 29691

Telephone Number 864 557 6168

IV. Adjoining landowners.

Adjoining landowners must be notified of this grant request by Oconee County ordinance. Please attach an affidavit that all adjoining landowners have been notified.

EO Hefner OSWCD
Signature of Eligible OCCB Recipient (Applicant)

See Attachment A

4 8 19
Date

Section II
To be filled out by the landowner

- 1. Has the Eligible OCCB Recipient seeking funding notified you in writing:
(See Oconee County Ordinance 2011-16, Section VII)
 - a. That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund.
 yes no
 - b. That it may be in the landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.
 yes no

- 2. Are there any existing liens, mortgages, or encumbrances that currently exist on this property?
 yes no If yes, please explain below:

Wells Fargo Mortgage \$18,000.00

Oconee County Conservation Bank—Landowner Inspection Consent Agreement.

I, Peggy B. Moore, as the landowner or landowner's agent agree to allow inspection, or appraisal if necessary, of the property being presented to the OCCB Board for consideration. I agree to allow authorized or designated agent or staff to inspect this property as may be required. Reasonable notice of inspection will be given.

Peggy B Moore
Signature of Landowner/Agent

4 8 19
Date

Section III

To be filled out by the Eligible OCCB Recipient seeking funding (Applicant)

Organization Name Oconee Soil and Water Conservation District

Address 301 West South Broad Street

Walhalla SC 29691

Daytime Telephones (864) 557 6168

Contact Person Eddie Martin

Organization EIN Number: 57-0369135

NOTE: You are required to attach certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the applicant is an otherwise qualified entity under Oconee County Ordinance 2011-16, Section II and Section VII.

See attachment B-1 and B-2

How will you be able to complete the project and acquire the interests in the proposed lands?

The applicant will use SCCB funds to purchase a perpetual conservation easement for the tract listed in this proposal. The OSWCD Board will conduct annual inspections to insure the landowner/manager is in compliance with the provisions of the easement.

How many total acres of lands or projects have you preserved in this State? In this County?

OSWCD holds twenty perpetual conservation easements protecting 2314.918 acres. The OSWCD has also maintained 160 flood pool easements on eight watershed lakes for over forty years.

Briefly describe the lands your organization has preserved in this State, and then County, including their size, location and method of preservation. Note: this section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated.)

OSWCD has a history of working with private landowners for conservation planning since 1938. Their cooperators number approximately 650 landowners, municipalities, civic groups and other units of government. The easements held by OSWCD protect prime and state wide important soils and farmland as well as forested parcels within the 2314.91 acres covered.

Has the Eligible OCCB Recipient notified the owner of the land that is the subject of the potential OCCB grant of the following in writing? (See Oconee County Ordinance 2011-16, Section VII)

- a. That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or it assignees.

yes

- b. That it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Note: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests.

See Attachment C

Does the Eligible OCCB Recipient or the landowner have a general summarized land management plan for this proposal? If so, please attach.

_____ yes no

Explain how the Eligible OCCB Recipient intends to enforce the easement restrictions on this proposal, if a conservation easement is proposed. Attach additional sheet if necessary.

Administrative and monitoring expenses are funded with a fee to be paid by the landowner to OSWCD at closing, as has been done with all previous closings in our easement program. As a unit of government, OSWCD has taxing authority.

Does the Eligible OCCB Recipient agree that OCCB funds may only be used for the acquisition of interests in land including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands?

yes no

Does the Eligible OCCB Recipient have reasonable documentation to support this request?
Please attach.

The proposal will not be considered without adequate substantiation of estimated Fair Market Value and a qualified and competent appraisal establishing fair market value and/or the value of the proposed easement will subsequently be required prior to closing.

(See Oconee County Ordinance 2011-16, Section VII, B, f)

See attachment D

yes no

What is the amount of support sought for this proposal?

\$ \$40,508.00

See attachment E

Explain how this proposal will satisfy the Criteria listed in Sections Four and Five of the ensuing pages. (Please attach a narrative of what your Intended plans are and how you plan to accomplish them.)

Signature of Authorized Agent for Eligible OCCB Recipient (Applicant)

Heather R. Ramsay FKA Heather K Ramsey
Notary Signature

My commission expires: 8-15-2023

Section IV
Conservation Criteria
Oconee County Ordinance 2011-16, Section VI
Information to be considered in filling out the application

1. Does the property contain or adjoin wetlands? Yes ____ No x

If yes, please attach certification by USACOE or NRCS.

2. Does the property contain or adjoin a USGS Blue Line Stream or Lake? no

If yes, please provide USGS topographic map showing such stream or lake in relation to property.

3. Does the property contain or adjoin Water Classified as either (i) Outstanding Natural Resource Water (ii) Outstanding Resource Water or (iii) Trout Water, by South Carolina DHEC. no

If yes, please provide evidence of such classification by SC DHEC.

4. Does the property currently contain threatened or endangered species or habitat suitable for threatened or endangered species? no

If yes, please provide a certification by SC DNR, NRCS, USFS or other qualified professional providing evidence of such species existence on the property or of such habitat suitability.

5. Does the property currently contain native wildlife species or habitat suitable for native wildlife species? no

If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such species existence on the property of such habitat suitability.

6. Does the property currently contain special or concentrated biodiversity? no

If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such biodiversity on the property.

7. Does the property currently contain a unique geological feature, such as a mountain, rock outcropping, waterfall or other similar feature? no

If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such geological feature on the property.

8. Does the property share a boundary with other Protected Land? For purposes of this question, "Protected Land" includes any land or byway substantially protected from development or designated as scenic or protected through any federal, state, or local act. **no**

(a) If yes, what percentage of a boundary is shared with such Protected Land?

1%-25%

26%-50%

Greater than 50%

(b) If yes, please describe the Protected Land and present a legible map showing such Protected Land in relation to the property.

9. Does the property contain any of the following pre-historic or historic features or designations? **no**

(a) Listing on the National Historic Register? If yes, please provide a letter or other evidence from the Department of the Interior demonstrating such listing.

(b) Eligible for listing on the National Historic Register? If yes, please provide a letter or other evidence from the SC State Historic Preservation Office demonstrating such eligibility.

(c) Contains historic or pre-historic structures? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the structure(s) on the property.

(d) Contains a site of historic or pre-historic significance? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the site(s) on the property.

10. Does the property contain fifty percent (50%) or greater surface area of soils classified as Prime or Important by the State of South Carolina? **yes**

(a) If yes, what percentage of the property contains soils classified as Prime or Important by the State of South Carolina?

50%-60%

61%-75%

Greater than 75 %

(b) If yes, please provide a legible soil overlay map showing such Prime or Important soil types upon the property.

See Attachment F

11. Has the property been Actively Farmed as defined under one of the following qualifications?

*Will
Produce
These*

- (a) The landowner has filed IRS Form Schedule F in the previous two tax years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application;
- (b) The landowner has filed IRS Form Schedule F in seven of the last ten years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application; or
- (c) The landowner can produce documentation demonstrating that the landowner has produced significant agricultural products in Oconee County in the last two years? If yes, please provide such documentation and a notarized statement affirming that such farming activities pertained to the property referred to in this application.

12. Does the property allow public viewing: *See Attments 61 62*

- (a) ...from a Federal, State or County maintained road? If yes, please provide documentation describing precise location of point along a Federal, State or County Road where property is visible. Include a photograph taken from this point. **yes**
- (b) ...from any other public access land or waterway? If yes, please provide documentation describing precise location of point along such public access land or waterway where property is visible. Include a photograph taken from this point.

13. Does the property provide a Scenic View to the public or help maintain the Scenic Nature of an area in the County? For purposes of this question, a Scenic View includes mountain, river, lake, forest, pasture, agricultural and other pastoral views which are viewable by the public from a public roadway or other publically accessible area.

If yes, please provide photograph evidence to support the Scenic View, a description of the Scenic View and a description of the specific locations with map references from which the public may observe the Scenic View. Pasture and forest land *See Attachments 61 62*

14. Does the proposal for the conservation project on the Property allow... *See Attachment E*

- (a) ...Limited Access by the public to the property? For purposes of this question, Limited Access means any access which is less than access on a year round and continual basis, but allows access by the public for some limited time or seasonal period(s). **no**

If yes, please provide documentation supporting such Limited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public.

(b) ...Unlimited Access by the public to the property? For purposes of this question, Unlimited Access means any access which provides the public access to the property on a year round and continual basis and, additionally, requires that such access is (or will be) communicated to the public. no

If yes, please provide documentation supporting such Unlimited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public. In addition, please provide evidence that the Unlimited Access is (or will be) reasonably communicated to Oconee County citizens.

15. Is the property located in any one or more of the following locations? If yes, for each such location please provide an aerial map and supporting documentation which demonstrates such location in relation to the relevant municipality or other land.

- (a) Is the property located within or adjacent to land of the United States Forest Service, a South Carolina State Forest, a State Park, a County Park or a Park of Municipality located in Oconee County, South Carolina?
- (b) Is the property located within 1 mile of a municipality?
- (c) Is the property located from 2-5 miles of a municipality?
- (d) Is the property located greater than 5 miles from a municipality?

See Attachment I

16. What is the approximate size (in acres) of the property? Please provide documentation to support the stated acreage, including survey(s), tax information, deeds or other similar documentation. 34.31 See attached tax maps and deed

Section V - Financial Criteria
Oconee County Ordinance 2011-16 Section VI
Information to be considered in filling out the application

1. (a) What is the Total Market Value of the proposed conservation project? \$81,000
(Total Market Value for a fee simple project is the total fair market value of the property as supported by a current appraisal. Total Market Value for a conservation easement project is the value of the conservation easement as determined under the methods prescribed in IRS Treasury Regulations 1.170A-14(h) as supported by a current appraisal.)

(b) What is the amount of the grant requested from the OCCB? \$40508.00

Based on the figures above, what is the total percentage of funding requested for the project from the OCCB. *(Divide Sum (b) by Sum (a) to Find Percentage)?* 50

2. Please list and describe any other grants, contributions or gifts from any non-governmental agencies, groups, entities or individuals which will support the proposed conservation project?

For any listed grant, contribution or gift, please provide evidence or a written pledge of such support from the relevant non-governmental party.

3. How does the proposal present a unique value opportunity in that it protects land at a reasonable cost? Parcel:

_____ is available at a low cost per acre

_____ x _____ is available from a willing seller at a reasonable price

4. How does the proposal leverage OCCB funds by including funding or in-kind assets or services from other governmental sources?

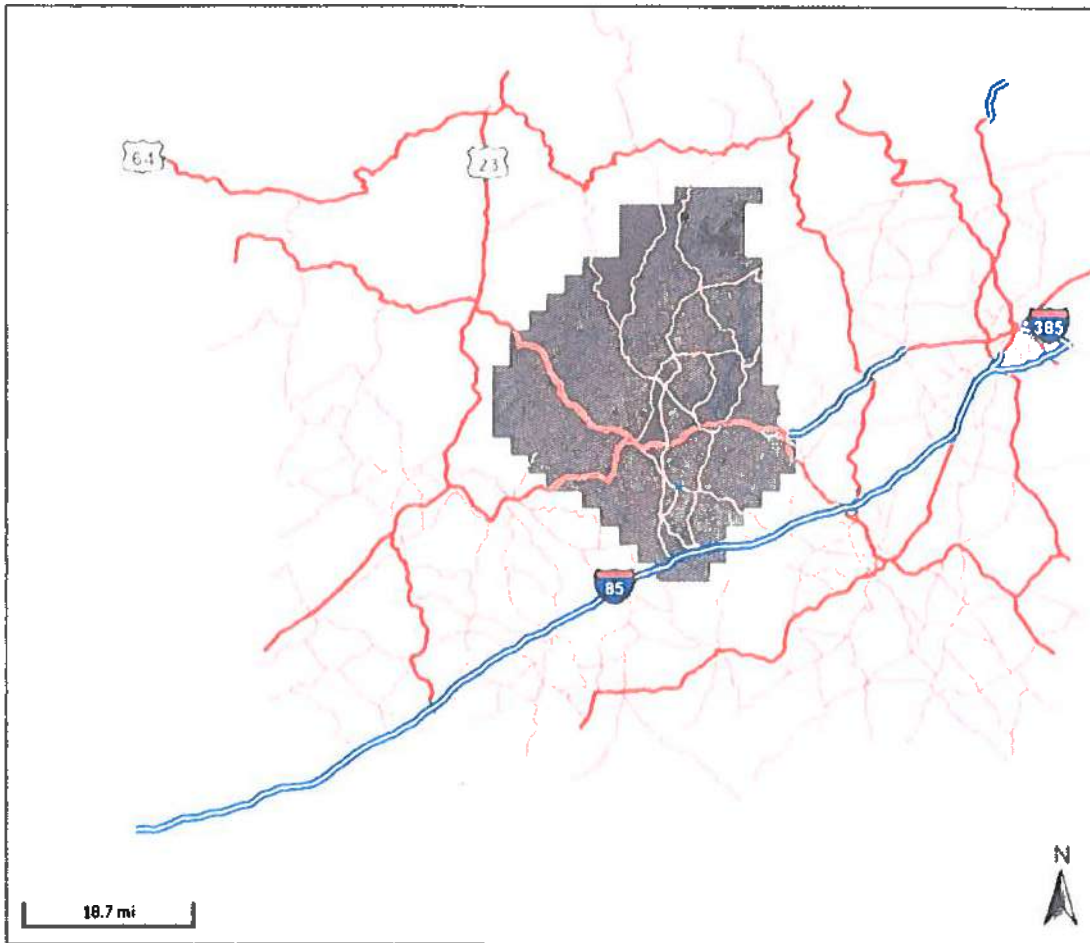
Have matching funds of any kind or services-in-kind been applied for or received? **yes see attached SCCB application**

Please explain and described the in-kind services or amount of financial support applied for or r received. Please also provide written documentation to support such application or receipt of such support.

5. Please describe any other financial advantage of the proposed conservation project which helps ensure that the project represents a good use of limited OCCB funds and/or provides a good return on investment for the citizens of Oconee County?

Please explain any other such financial advantage and provide documentation to support your answer to this question.

EXHIBIT A



Overview





Legend

USA Major Highways

-  Limited Access
-  Highway
-  Major Road
-  Local Road
-  Minor Road
-  Other Road
-  Ramp
-  Ferry
-  Pedestrian Way

County Outlines

-  <all other values>
-  Oconee

Parcel ID	290-00-04-010	Alternate ID	38877	Owner Address	MOORE PEGGY ELIZABETH B	Last 2 Sales			
Sec/Twp/Rng	n/a	Class	Farm with Living Unit	Address	199 TWIN OAKS LANE WESTMINSTER, SC 296930000	Date	Price	Reason	Qual
Property Address		Acreege	34.318			n/a	0	n/a	n/a

District: 001
 Brief Tax Description: (34.318 AC)
 MapPlat P-45 MapPlat P 60
 (Note: Not to be used on legal documents)

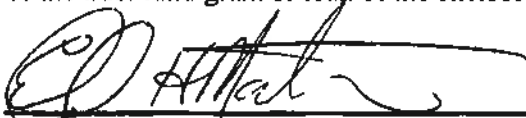
Date created: 4/8/2019
 Last Data Uploaded: 4/8/2019 10:07:08 AM

Developed by  Schneider
 GEOSPATIAL

Attachment A

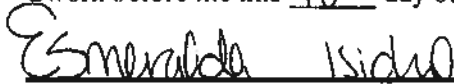
Pursuant to SC Code Sec. 48-59-70, we, the Oconee County Soil and Water Conservation District Board, have notified all adjoining landowners of our request for funding from the SCCB for the Peggy B. Moore Project. We have further informed them that the application may be considered at the Public Meeting to be held prior to April 2019. We have informed each adjoining landowner that they should contact the Executive Director of the SCCB, for further information about when the application will be considered for funding and to express any concerns that they may have about the proposal.

Also, pursuant to SC Code Sec. 48-59-70, B-1, B-2, we, the Oconee County Soil and Water Conservation District Board, have notified all owners of the land that is the subject of the trust fund grant or loan of the enclosed application as of January 09, 2019.



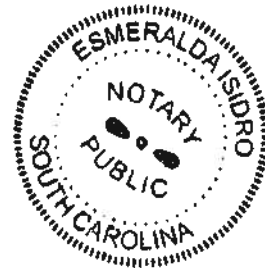
Eddie Martin, District Manager
Oconee County Soil and Water Conservation District

Sworn before me this 18th day of January, 2019.



Notary Public

My Commission Expires: July 21, 2025



Attachment B1

South Carolina Soil Conservation Committee

SC-C13

APPLICATION FOR CERTIFICATE OF ORGANIZATION OF OCONEE SOIL CONSERVATION DISTRICT

Honorable Oscar Frank Thornton
Secretary of State
Columbia, South Carolina

The undersigned supervisors of the Oconee Soil Conservation District respectfully represent:

1. That pursuant to the provisions of the South Carolina Soil Conservation Districts Law (#182 of 1937 S. C. General Assembly, and as amended by Act 812, 1946 S. C. General Assembly, and as amended by Resolutions R.474 and R.492 of the 1951 General Assembly, signed by the Governor May 24, 1951) a petition for the subdivision of the Upper Savannah Soil Conservation District and for the creation of the Oconee Soil Conservation District was filed with the State Soil Conservation Committee; and that proceedings specified in the said Act were taken pursuant to the said petition as more fully appears in the Statement by the State Soil Conservation Committee hereto attached and made a part of this application; that this application is being filed in order to complete the organization of the said district as a governmental subdivision and public body, corporate and politic, as provided by the said act; and that the State Soil Conservation Committee has appointed the undersigned as supervisors of the said Soil Conservation District.

2. That the names and official residences of the undersigned supervisors are as follows:

J. R. Nicholson, Westminster, South Carolina
R. A. Reeves, Seneca, South Carolina

That certified copies of the appointments of the said supervisors, evidencing their right to office are submitted herewith.

3. That the supervisors, J. R. Nicholson and R. A. Reeves, have been appointed for the terms of two years and one year, respectively, from the dates of their respective appointments.

4. That the name which is proposed for the said district is the Oconee Soil Conservation District.

5. That the principal office of the supervisors of the said district is located at Walhalla, South Carolina.

South Carolina Soil Conservation Committee

SC-C13

-2-

Wherefore, the undersigned supervisors of the said District respectfully request that the Secretary of State make and issue to the undersigned supervisors a certificate, under the seal of the State, of the due organization of the said Oconee Soil Conservation District.

J. R. Nicholson
J. R. Nicholson
R. A. Reeves
R. A. Reeves

STATE OF South Carolina)

COUNTY OF Oconee)

I, Bruce M. Latham, a Notary Public in and for the county and State aforesaid do certify that J. R. Nicholson and R. A. Reeves, whose names are signed to the foregoing applications, are personally known to me and known by me to be the officers as affirmed therein, and that each has subscribed hereto in my presence. Given under my hand and seal this 27 day of September 1951.

Bruce M. Latham
Notary Public for the State
of South Carolina

Attachment B-2

South Carolina Soil Conservation Committee

SC-616

OFFICE OF THE STATE SOIL CONSERVATION COMMITTEE
DENMARK, SOUTH CAROLINA

IN THE MATTER OF THE ORGANIZATION
OF THE OCOONEE SOIL CONSERVATION
DISTRICT

STATEMENT BY THE STATE
SOIL CONSERVATION
COMMITTEE

TO ALL TO WHOM THESE PRESENT SHALL COME, GREETINGS:

Be it known that on the 23rd day of April, 1951, a petition for the subdivision of the Upper Savannah Soil Conservation District and the creation of the Oconee Soil Conservation District, signed by a majority of the Board of Supervisors of the Upper Savannah Soil Conservation District was duly filed in the office of the State Soil Conservation Committee pursuant to the provisions of the Amendment to the State Soil Conservation Districts Law, Act 812, 1946;

That on the 21st day of May, 1951, in Room 123, Long Hall, Clemson, South Carolina, public hearing was held after due notice of the said hearing had been given as required by law;

That on the 5th day of July, 1951, the State Soil Conservation Committee did duly determine that there is need in the interest of the public health, safety and welfare, for a soil conservation district to function in the proposed territory, and did define the boundaries thereof, and that the operation of the said district to be administratively practicable and feasible;

That the boundaries of the said district were defined by the State Soil Conservation Committee as follows:

The Oconee Soil Conservation District will include all the lands lying within the county of Oconee, boundaries as fixed by law.

IN WITNESS WHEREOF, the State Soil Conservation Committee has caused these presents to be executed by its secretary under the seal of the Committee this 5th day of July, 1951.



Acting Executive Secretary
S. C. Soil Conservation Committee

STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

BY THE SECRETARY OF STATE

I, Oscar Frank Thornton, Secretary of State of the State of South Carolina, by virtue of the authority in me vested by Act No. 182, Acts of the General Assembly at the 1937 Session, amended by Act 812 of the 1946 South Carolina General Assembly, and amended by Resolutions R.474 and R.492 of the 1951 General Assembly, signed by the Governor May 24, 1951, hereby certify that the Oconee Soil Conservation District has been duly organized under the provisions of the aforesaid mentioned Act, and that said District is authorized to carry out the provisions of the said Act.

Given under my hand and the
Great Seal of the State, at
Columbia, the 18 day of
October, A.D.,
1951.

Oscar Frank Thornton

Oscar Frank Thornton
Secretary of State

Attachment C



OCONEE SOIL AND WATER CONSERVATION DISTRICT

Commissioners

Alexander P. Ramsay, Chairman
Lee Keese, Vice-Chairman
Bob Winchester, Secretary-Treasurer
L.J. Jones Carol Hendrix

January 9, 2019

Peggy B. Moore
199 Twin Oaks Lane
Westminster SC 29693

Dear Ms. Moore:

Pursuant to Section 48-59-70(B) of the South Carolina Conservation Bank Act, we hereby notify you that:

- (1) Interests in land purchased with trust funds from the Conservation Bank result in a permanent conveyance of such interests from you to the eligible fund recipient or its assignees;
- (2) It may be in your interest to retain independent legal counsel, appraisals and other professional advice.

It has been a pleasure working with you on the application.

Very truly yours,

Rex Ramsay
Chairman

I acknowledge receipt of this notification today.

Peggy B. Moore

Sworn before me this 18th day of January 2019.

Esmeralda Isidro

My commission expires July 21, 2025.



Attachment D

Moore FRPP



Holstein
APPRAISALS

June 1, 2018

Peggy E. Moore

Re: Conservation Easement Appraisal, 34.3 acres of pasture on Twin Oaks Lane, Property of Peggy E. Moore, Oconee County, SC.

At your request, I have prepared an appraisal report on the subject property. The subject property includes 34.3 acres, all of which will be subject to a USDA NRCS Farm and Ranchland Protection Program (FRPP) conservation easement. The effective date of the appraisal is May 17, 2018, the date of the property inspection. The objective of this appraisal was to estimate the value of the subject land before and after the easement.

I estimate the values to be:

Value before the Easement (market value):	\$146,000
Value After the Easement (easement-constrained value):	\$65,000
Value of the Easement (difference):	\$81,000

The appraisal is based on the area delineated by the plats, aerial photographs, deeds, and tax that are included as part of the report. This USPAP-compliant appraisal has been conducted in the *format* of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA—Yellow Book). *However, this is not a formal Yellow Book conservation easement appraisal.* The purpose of this appraisal is only to estimate a before and after easement value for the use of the USDA NRCS, the Oconee Soil and Water Conservation District, the South Carolina Conservation Bank, and Peggy E. Moore—this is appraisal to be used for the application of an easement. The appraisal procedures and scope of the appraisal are explained in detail in the body of the report.

I appreciate your business. If there are questions, please do not hesitate to call.

Sincerely,
HOLSTEIN APPRAISALS

Richard H. Holstein IV, P.E.
Certified General Appraiser
SC 5509 | GA 345673 | NC A7477

Attachment E

Satisfaction criteria for Sections Four, Five and Six OCCB Application

By holding an easement on this property OSWCD will be able to protect the natural aspects of this parcel while also preserving the ability for it to remain farmland in its current state. The property has prime and statewide soils, is used for pasture and timberland, and is in the southern part of Oconee County, a location that has been repeatedly targeted for development by real estate and industry interests because of its flat and easily grade-able characteristics. Due to this being a working farm and the intent is for it to remain that way, and due to bio-hazard concerns within the farming production community, public access has not been considered. Public benefit is to be derived by preserving production farmland into perpetuity and providing viewshed opportunities lacking in developed areas.

We plan to accomplish the above by working in partnership with the landowner as we have done on all our acreage parcels to protect this valuable parcel into perpetuity by monitoring and support of the deed restrictions that will be placed upon the parcel at closing.

Attachment F

Possible ACEP Application Parcel

Date: 1/8/2018

Customer(s): PEGGY B MOORE

District: OCONEE SOIL & WATER CONSERVATION DISTRICT

Field Office: WALHALLA SERVICE CENTER

Agency:

Assisted By: HEATHER RAMSAY



Prepared with assistance from USDA-Natural Resources Conservation Service

Legend

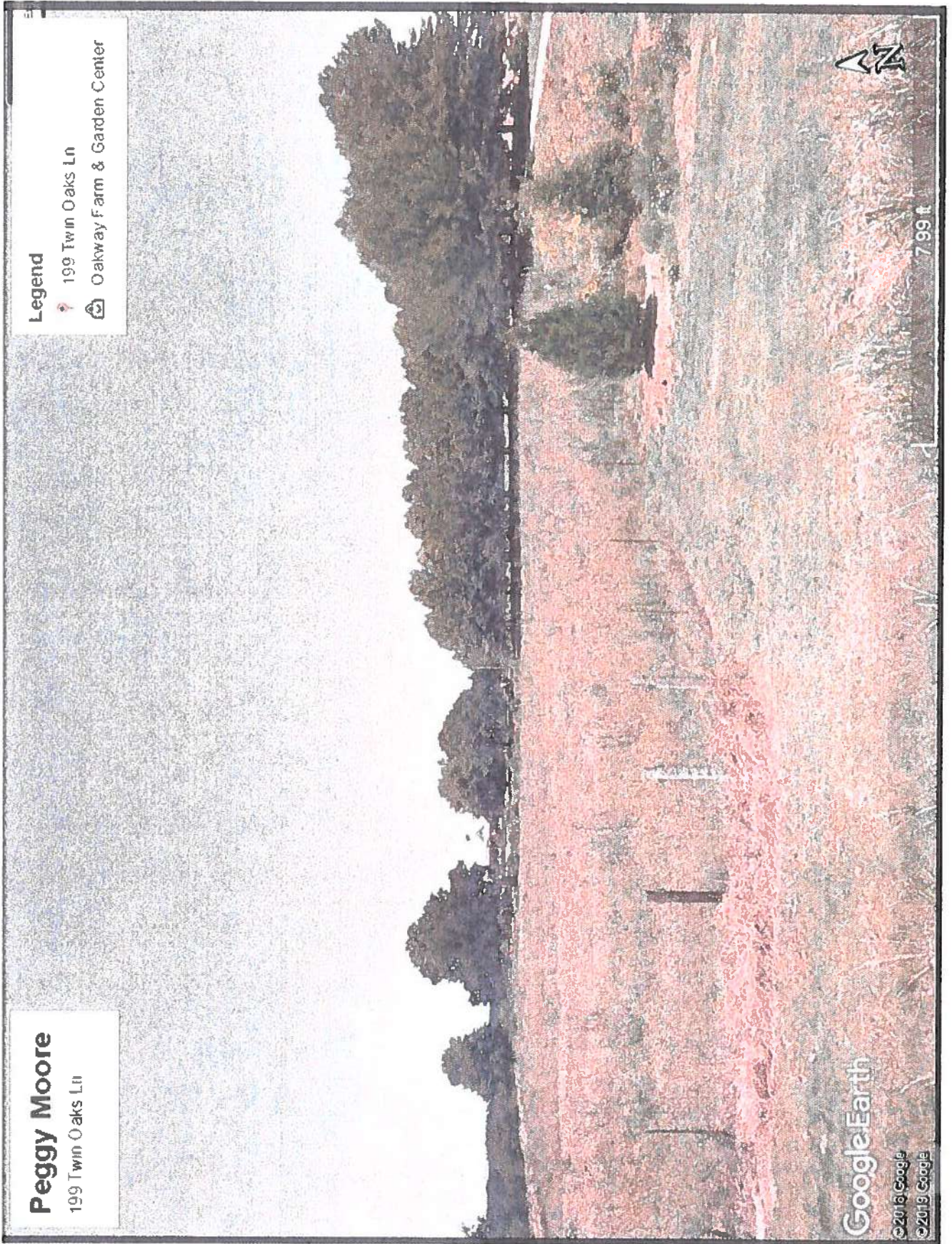
- Parcel Boundary
- statewide_prime
- Property Boundary



Attachment 61



Attachment G2



Attachment 1

Tract 9287 Location Map

Date: 8 April 2019

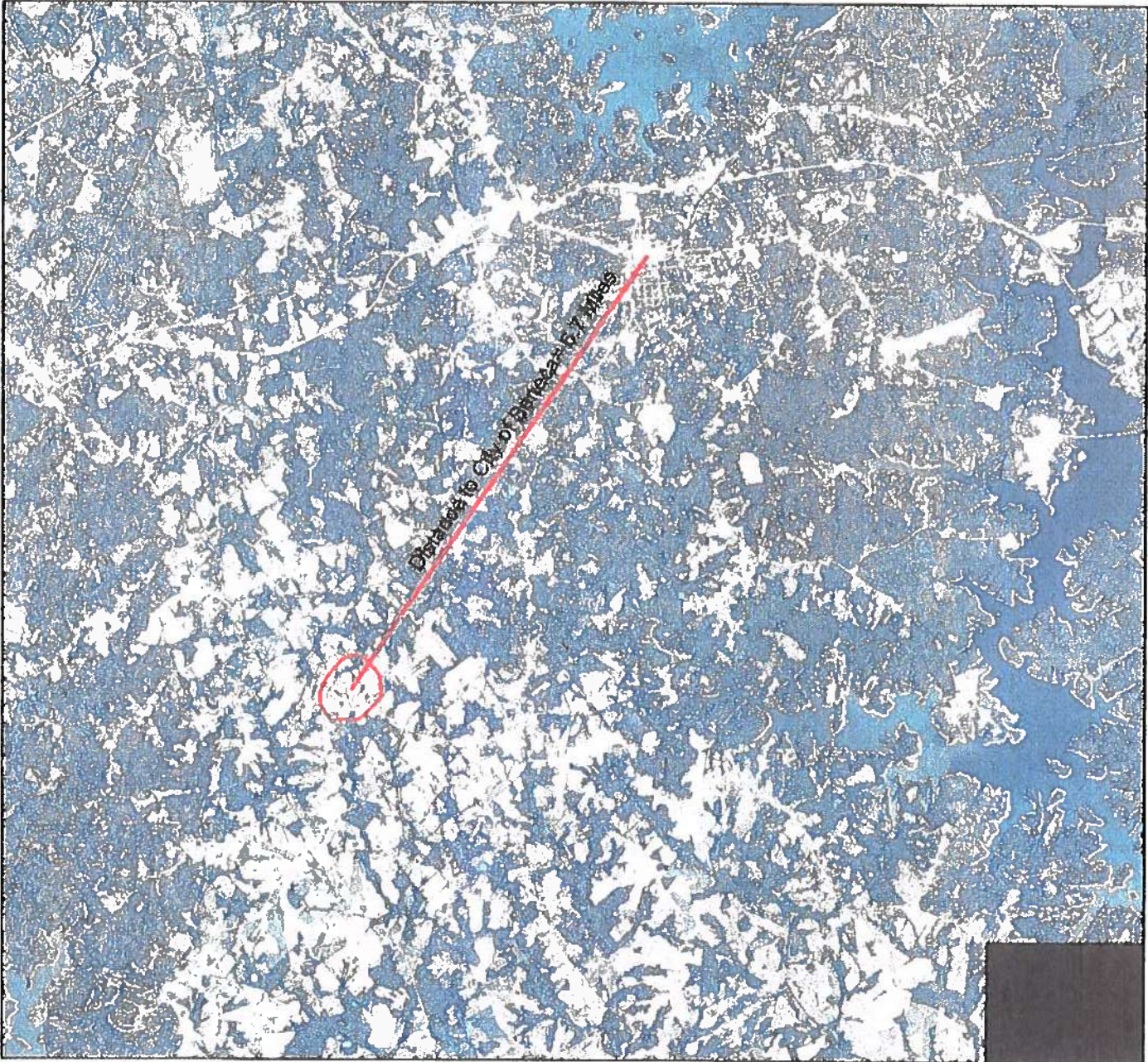
Customer(s): PEGGY B MOORE
District: OCONEE SOIL & WATER CONSERVATION DISTRICT



Field Office: WALHALLA SERVICE CENTER
Agency: USDA-NRCS
Assisted By: R. Jason Davis

Legal Description: Farm 3809 Tract 9287

State and County: SC, Oconee County, South Carolina



Prepared with assistance from USDA-Natural Resources Conservation Service

- Legend**
- Seneca
 - AOI
 - Soils Map
 - Parcel Boundary
- ortho_1-1_1n_a_sc073_2017_1.sid
- RGB**
- Red Band 1
 - Green Band 2
 - Blue Band 3



Attachment H

SCHEDULE F (Form 1040)

Profit or Loss From Farming

OMB No. 1545-0074

2015

Department of the Treasury Internal Revenue Service (99)

Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B. Information about Schedule F and its separate instructions is at www.irs.gov/schedulef.

Attachment Sequence No. 14

Name of proprietor: Donald A Moore. Social security number (SSN): [redacted]. A Principal crop or activity: Cattle Pasture, Vegetables. B Enter code from Part IV: 11210. C Accounting method: [X] Cash [] Accrual. D Employer ID number (EIN): (see instr)

E Did you "materially participate" in the operation of this business during 2015? [X] Yes [] No. F Did you make any payments in 2015 that would require you to file Form(s) 1099? [] Yes [X] No. G If "Yes" did you or will you file required Forms 1099? [] Yes [] No.

Part I Farm Income—Cash Method. Complete Parts I and II (Accrual method Complete Parts II and III, and Part I line 9)

Table with 9 rows and 4 columns. Rows include: 1a Sales of livestock and other resale items; 1b Cost or other basis of livestock; 1c Subtract line 1b from line 1a; 2 Sales of livestock, produce, grains, and other products you raised; 3a Cooperative distributions; 3b Taxable amount; 4a Agricultural program payments; 4b Taxable amount; 5a Commodity Credit Corporation (CCC) loans; 5b CCC loans forfeited; 5c Taxable amount; 6 Crop insurance proceeds; 6a Amount received in 2015; 6b Taxable amount; 6c If election to defer to 2016 is attached; 6d Amount deferred from 2014; 7 Custom hire (machine work) income; 8 Other income; 9 Gross income. Total for line 9 is 1,700.

Part II Farm Expenses—Cash and Accrual Method. Do not include personal or living expenses (see instructions)

Table with 34 rows and 4 columns. Rows include: 10 Car and truck expenses; 11 Chemicals; 12 Conservation expenses; 13 Custom hire (machine work); 14 Depreciation and section 179 expense; 15 Employee benefit programs; 16 Feed; 17 Fertilizers and lime; 18 Freight and trucking; 19 Gasoline, fuel, and oil; 20 Insurance (other than health); 21 Interest; 21a Mortgage; 21b Other; 22 Labor hired; 23 Pension and profit-sharing plans; 24 Rent or lease; 24a Vehicles, machinery, equipment; 24b Other (land, animals, etc.); 25 Repairs and maintenance; 26 Seeds and plants; 27 Storage and warehousing; 28 Supplies; 29 Taxes; 30 Utilities; 31 Veterinary, breeding, and medicine; 32 Other expenses (specify); 32a-f; 33 Total expenses; 34 Net farm profit or (loss). Total for line 33 is 0, and for line 34 is 1,700.

35 Did you receive an applicable subsidy in 2015? [] Yes [] No. 36 Check the box that describes your investment in this activity and see instructions for where to report your loss. a [] All investment is at risk. b [] Some investment is not at risk.

**SCHEDULE F
(Form 1040)**

Profit or Loss From Farming

OMB No. 1545-0074

2014

Attachment
Sequence No. **14**

Department of the Treasury
Internal Revenue Service (999)

▶ Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
▶ Information about Schedule F and its separate instructions is at www.irs.gov/schedulef.

Name of proprietor
Donald A Moore

Social security number (SSN)
[REDACTED]

A Principal crop or activity
Cattle Pasture, Vegetables

B Enter code from Part IV
▶ **11210**

C Accounting method
 Cash Accrual

D Employer ID number (EIN), (see instr)

E Did you "materially participate" in the operation of this business during 2014? If "No," see instructions for limit on passive losses

Yes No

F Did you make any payments in 2014 that would require you to file Form(s) 1099 (see instructions)?

Yes No

G If "Yes," did you or will you file required Forms 1099?

Yes No

Part I Farm Income—Cash Method. Complete Parts I and II (Accrual method) Complete Parts II and III, and Part I, line 9.)

1a Sales of livestock and other resale items (see instructions)	1a			
b Cost or other basis of livestock or other items reported on line 1a	1b			
c Subtract line 1b from line 1a			1c	0
2 Sales of livestock, produce, grains, and other products you raised			2	
3a Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	
4a Agricultural program payments (see instructions)	4a		4b Taxable amount	
5a Commodity Credit Corporation (CCC) loans reported under election			5a	
b CCC loans forfeited	5b		5c Taxable amount	
6 Crop insurance proceeds and federal crop disaster payments (see instructions)				
a Amount received in 2014	6a		6b Taxable amount	
c If election to defer to 2015 is attached, check here ▶ <input type="checkbox"/>			6d Amount deferred from 2013	
7 Custom hire (machine work) income			7	
8 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			8	720
9 Gross income. Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50 (see instructions) ▶			9	720

Part II Farm Expenses—Cash and Accrual Method. Do not include personal or living expenses (see instructions)

10 Car and truck expenses (see instructions). Also attach Form 4562	10		23 Pension and profit-sharing plans	23	
11 Chemicals	11		24 Rent or lease (see instructions)		
12 Collection expenses (see instructions)	12		a Vehicles, machinery, equipment	24a	
13 Custom hire (machine work)	13		b Other (and animals, etc.)	24b	
14 Depreciation and section 179 expense (see instructions)	14		25 Repairs and maintenance	25	500
15 Employee benefit programs other than on line 23	15		26 Seeds and plants	26	
16 Feed	16		27 Storage and warehousing	27	
17 Fertilizers and lime	17		28 Supplies	28	
18 Freight and trucking	18		29 Taxes	29	
19 Gasoline, fuel, and oil	19		30 Utilities	30	
20 Insurance (other than health)	20		31 Veterinary, breeding, and medicine	31	
21 interest			32 Other expenses (specify)		
a Mortgage (paid to banks, etc.)	21a		a Tree Work	32a	800
b Other	21b		b	32b	
22 Labor hired (less employment credits)	22		c	32c	
			d	32d	
			e	32e	
			f	32f	
33 Total expenses. Add lines 10 through 32f. If line 32f is negative, see instructions ▶			33		1,300
34 Net farm profit or (loss). Subtract line 33 from line 9. If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36			34		-580

35 Did you receive an applicable subsidy in 2014? (see instructions)

Yes No

36 Check the box that describes your investment in this activity and see instructions for where to report your loss

a All investment is at risk **b** Some investment is not at risk

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule F (Form 1040) 2014

**SCHEDULE F
(Form 1040)**

Profit or Loss From Farming

OMB No. 1545-0074

2013

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.

▶ Information about Schedule F and its separate instructions is at www.irs.gov/schedulef.

Attachment
Sequence No **14**

Name of proprietor: **Donald A Moore** Social security number (SSN): [REDACTED]

A Principal crop or activity: **Cattle Pasture Vegetables** B Enter code from Part IV: **111210** C Accounting method: Cash Accrual D Employer ID number (EIN): (see instr)

E Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on passive losses: Yes No

F Did you make any payments in 2013 that would require you to file Form(s) 1099 (see instructions)? Yes No

G If "Yes" did you or will you file required Forms 1099? Yes No

Part I Farm Income—Cash Method. Complete Parts I and II (Accrual method) Complete Parts II and III, and Part I, line 9

1a	Sales of livestock and other resale items (see instructions)	1a			
b	Cost or other basis of livestock or other items reported on line 1a	1b			
c	Subtract line 1b from line 1a	1c			0
2	Sales of livestock, produce, grains, and other products you raised	2			
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	
4a	Agricultural program payments (see instructions)	4a	2,195	4b Taxable amount	2,195
5a	Commodity Credit Corporation (CCC) loans reported under election	5a		5c Taxable amount	
b	CCC loans forfeited	5b		5c Taxable amount	
6	Crop insurance proceeds and federal crop disaster payments (see instructions)				
a	Amount received in 2013	6a		6b Taxable amount	
c	If election to defer to 2014 is attached, check here <input type="checkbox"/>	6d		6d Amount deferred from 2012	
7	Custom hire (machine work) income	7			
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	8			
9	Gross income. Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50 (see instructions)	9			2,195

Part II Farm Expenses—Cash and Accrual Method. Do not include personal or living expenses (see instructions)

10	Car and truck expenses (see instructions). Also attach Form 4562	10		23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions)	24	
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc.)	24b	
14	Depreciation and section 179 expense (see instructions)	14		25	Repairs and maintenance	25	
15	Employee benefit programs other than on line 25	15		26	Seeds and plants	26	
16	Feed	16		27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	
18	Freight and trucking	18		29	Taxes	29	
19	Gasoline, fuel, and oil	19		30	Utilities	30	
20	Insurance (other than health)	20		31	Veterinary, breeding, and medicine	31	
21	Interest			32	Other expenses (specify)		
a	Mortgage (paid to banks, etc.)	21a		a		32a	
b	Other	21b		b		32b	
22	Labor (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	
33	Total expenses. Add lines 10 through 32f. If line 32f is negative, see instructions	33					0
34	Net farm profit or (loss). Subtract line 33 from line 9. If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36	34					2,195
35	Did you receive an applicable subsidy in 2013? (see instructions)						<input type="checkbox"/> Yes <input type="checkbox"/> No
36	Check the box that describes your investment in this activity and see instructions for where to report your loss						
a	<input type="checkbox"/> All investment is at risk						
b	<input type="checkbox"/> Some investment is not at risk						

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule F (Form 1040) 2013

**Application for Funding
South Carolina Conservation Bank
Revised 08/01/2012**

I. General Information: Section One:

Acquisition type: Fee Simple Conservation Easement Loan Other

Landowner's Name: Peggy B. Moore

Mailing Address: 199 Twin Oaks Lane

Westminster SC 29693

Daytime Telephone:

Eligible Trust Fund Recipient Seeking Funding

Name of Organization: Oconee Soil and Water Conservation District

Authorized Agent Name: Eddie Martin

Mailing Address: 301 West South Broad Street

Walhalla SC 29691

Daytime Telephone: 864 557 6168

II. Property Information

Legal Description: County Oconee

Tax Map # 290-00-04-010

Assessor's Plat and Lot Numbers:

Deed Reference (Book and Page Number) 14-N/100

Current local zoning status where property is located zone free

Location on County Map (attach)

GPS Coordinates (if available)

Brief description of property including:

- a. Total acres 34.31
- b. Total forested 3.4
- c. Total cleared/open 27.5
- d. Total wetlands zero
- e. Creeks or rivers 340 linear feet of stream

f. Please include any surveys, USGS maps, directions, county locator map, or any other pertinent information.

III. Miscellaneous Information:

a. Who is the party responsible for managing this land? (Code Sec. 48-59-70)

Name Peggy B. Moore

Address 199 Twin Oaks Lane Westminster SC 20693

Telephone Number [REDACTED]

a. Who is responsible for enforcing any conservation easements or other restrictions on this property? (Code Sec. 48-59-70)

Name Oconee Soil and Water Conservation District

Address 301 West South Broad Street Walhalla SC 29691

Telephone Number 864 638 2213

IV. Adjoining landowners. Adjoining landowners must be notified of this grant request by statute. (Code Sec. 48-59-70). Please attach affidavit that all adjoining landowners have been notified.

V. The undersigned eligible trust fund recipient acknowledges that any grant from the SCCB will be subject to the provisions, terms and conditions of this entire Application and to the provisions of the South Carolina Conservation Bank Act, Code §48-59-10 et. seq.

[Signature] District Manager OSWCD 1 18 19

Signature of Eligible Trust Fund Recipient (Applicant) Date

For Office Use Only	
Received By:	
Application Number:	
Date:	

General Information: Section Two- To be filled out by the landowner.

1. Does this land contain property or interest in the property that has been down zoned within three years of the date of this application? (Code Sec. 48-59-70,O-1)

Yes No Not Applicable

2. Has the qualified entity or applicant seeking funding notified you in writing:
(S.C. Code Sec. 48-59-70, B-1, B-2)

a. That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund.

Yes No

b. That it may be in the landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.

Yes No

3. Are there any existing liens, mortgages, or encumbrances that currently exist on this property?

Yes No

If so, please explain:

Wells Fargo

\$ 18,000.00

South Carolina Conservation Bank- Landowner Inspection Consent Agreement

4. The undersigned, as the landowner or landowner's agent agrees to allow inspection, and appraisal if necessary, of the interests in land that is the subject of this Application. I agree to allow authorized or designated agents or staff to inspect this property as may be required. Reasonable notice of inspection will be given.

5. The undersigned as the landowner or landowner's agent acknowledges that any grant from the SCCB will be subject to the provisions, terms and conditions of this entire Application and the provisions of the South Carolina Conservation Bank Act, Code §48-59-10 et. seq.

Peggy B. Moore

Signature of Landowner/Agent

1/18/19

Date

General Information: Section Three - To be filled out by the eligible trust fund recipient seeking funding (Applicant)

1. Organization Name/Contact Oconee Soil and Water Conservation District

Contact Person: Eddie Martin

Address: 301 West South Broad Street
Walhalla SC 29691

Telephone Number: 864 638 2213

Organization FEI number: 57-0369135

Please attach certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the applicant is an otherwise qualified entity under the S.C. Conservation Bank Act. (Code Sec. 48-59-30, 4-c)

2. How will you be able to complete the project and acquire the interests in the proposed lands? (Code Sec. 48-59-70, H-1)

The applicant will use SCCB funds to purchase a perpetual conservation easement for the tract listed in this proposal. The OSWCD Board will conduct annual inspections to insure the landowner/manager is in compliance with the provisions of the easement.

3. How many total acres of lands or projects have you preserved in this state? (Code Sec. 48-59-70, H-2)

OSWCD holds twenty perpetual conservation easements protecting 2314.918 acres. Ninety Eight percent of these easements were purchased with leveraged funds provided by the USDA Natural Resource Conservation Service. The OSWCD has also maintained 160 flood pool easements on eight watershed lakes for over forty years.

4. Briefly describe the lands your organization has preserved in this state, including their size, location and method of preservation. Note: this section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated. (Code Sec. 48-59-70, H-3)

OSWCD has a history of working with private landowners for conservation planning since 1938. Their cooperators number approximately 650 landowners, municipalities, civic groups and other units of government. The easements held by OSWCD protect prime and state wide important soils and farmland as well as forested parcels within the 2314.91 acres covered. See Attachment B for a breakdown.

5. Has the trust fund recipients notified the owner of the land that is the subject of the trust fund grant or loan of the following in writing? (Code Sec. 48-59-70, B-1, B-2)

a. That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or its assignees.

Yes No

b. That it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Yes No

Attach notarized copy. Note: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests.

6. Does the eligible trust recipient or the landowner have a general summarized land management plan for this proposal? Please attach. (Code Sec. 48-59-70, G1-8).

Note: A statement addressing these items is required prior to closing.

Yes No

7. Explain how the eligible trust fund recipient intends to enforce the easement restrictions on this proposal. (Code Sec. 48-59-70, G-6,7 and H). Attach additional sheet if necessary.

Administrative and monitoring expenses are funded with a fee to be paid by the landowner to OSWCD at closing, as has been done with all previous closings in our easement program. As a unit of government, OSWCD has taxing authority. Should there be an increase in expenses, a tax levy may be used to fund operation and maintenance of the easement.

8. If the eligible trust fund recipient uses SCCB funding to acquire Fee Simple title to land, does it understand and agree that public access and use of the land must be permitted, subject to those rules and regulations that are consistent with the conservation purposes for which the land was acquired. (Code Sec. 48-59-80, K)

Yes No

9. Does the eligible trust fund recipient understand and agree that trust funds provided by South Carolina Conservation Bank may only be used for the acquisition of the interests in land described in this application, including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands? (Code Sec. 48-59-110).

Yes No

10. Does the eligible trust fund recipient have reasonable documentation to support this request? Please attach. The proposal will not be considered without adequate substantiation of estimated Fair Market Value **Note:** However, a qualified and competent appraisal establishing fair market value and/or the value of the proposed easement will subsequently be required prior to closing. (Code Sec.48-59-70,M)

Yes No

11. What is the amount of support sought for this proposal? \$ 36457.00 _____

12. What is the total transaction value? \$ 76965.00 _____

13. Explain how this proposal will satisfy the criteria listed in Sections Four, Five, and Six of the ensuring pages. (Code Sec. 48-59-70, G) (Please attach a narrative of what your intended plans are and how you plan to accomplish them.)

By holding an easement on this property OSWCD will be able to protect the natural aspects of this parcel while also preserving the ability for it to remain farmland in its current state. The property has prime and statewide soils, is used for pasture and timberland, and is in the southern part of Oconee County, a location that has been repeatedly targeted for development by real estate and industry interests because of its flat and easily grade-able characteristics. Due to this being a working farm and the intent is for it to remain that way, and due to bio-hazard concerns within the farming production community, public access has not been considered. Public benefit is to be derived by preserving production farmland into perpetuity and providing viewshed opportunities lacking in developed areas.

14. Does the eligible trust fund recipient understand and agree to return to the SCCB any trust funds disbursed by the SCCB to the eligible trust fund recipient that are not spent, in accordance with this Application, within 60 days of the day SCCB disburses the trust funds to the Applicant?

Yes No

15. Does the eligible trust fund recipient understand and agree that incident to acquiring the interest in land proposed to be acquired pursuant to this application, the eligible trust fund recipient will also purchase a title insurance policy acceptance to SCCB insuring the interests in land acquired and naming the SCCB as an additional insured? (Code Section 48-59-80(D))

Yes No

16. Does the eligible trust fund recipient understand and agree to indemnify the SCCB against any loss suffered by the eligible trust fund recipient due to a defect in title to an interest in land acquired by the eligible trust fund recipient with SCCB trust funds, which indemnification obligation is or will be secured by the title insurance policy referenced to in paragraph 11 above? (Code Section 48-59-80(D)). (Note that if the SCCB funding is not the sole source of funding for the acquisition of interests in land by the eligible trust fund recipient, title insurance or indemnification proceeds will be shared in proportion to the cash SCCB trust funds provided for the acquisition of the interests in land and closing costs, as compared to the total cash funds provided from all sources for the acquisition of the interests in the land and closing costs.)

Yes No

17. Does the eligible trust fund recipient understand and agree that funding of all approved applications is subject to the availability of funds to the SCCB ?

Yes No

18. Does the eligible trust fund recipient understand and agree that in the event of the sale of any interests in land purchased in whole or in part with trust funds provided by the SCCB, whether as the result of condemnation or other sale, the proceeds from the sale must be paid in whole or in part to the SCCB? The sale proceeds will be credited to the SCCB in proportion to the cash consideration paid from SCCB trusts fund for the acquisition of the interests in land sold as compared to the total cash consideration paid for the acquisition of the interests in land (Code Sec. 48-59-80(H) and (L).

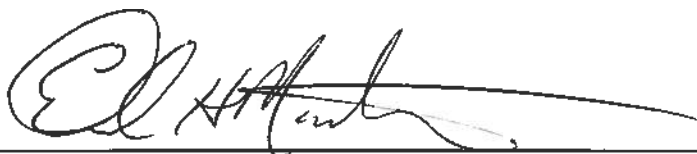
Yes No

19. Does the Applicant understand and agree that any other eligible trust fund recipient to which the interests in land that are the subject of the Application might be transferred will acknowledge that the transferee receives the interests in land subject to the terms and conditions of this Application?

Yes No

20. Does the Applicant understand and agree that amounts spent for acquisition of interests in land include only the actual purchase price of the interests in land, plus customary closing costs associated with a normal real estate transaction (e.g. title insurance, abstractor fees, recording fees and attorney's fees directly associated with the closing)?

Yes No

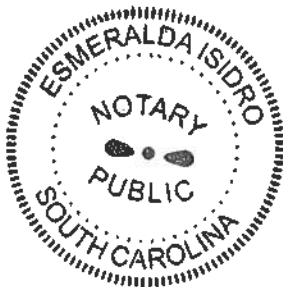


Signature of Authorized Agent for Eligible Trust Fund Recipient (Applicant)



Notary Signature

My commission expires: July 21, 2025



**Section Four- Conservation Criteria
Code Section 48-59-70 Sec. C and D
Information to be considered in filling out the application**

1. The extent to which the proposal conserves unique or important wildlife habitat.

Wildlife Habitat Values: The habitat potential of a parcel for all types of wildlife and fisheries species including those hunted and fished. For example parcel contains:

- excellent habitat or habitat potential for game species including black bear, white-tailed deer, wild turkey, waterfowl, bobwhite quail and others.
- excellent habitat or habitat potential for game fish including cold-water trout, black bass, sunfish and others.
- significant populations of resident species.
- good or excellent habitat or habitat potential for forest inhabiting birds.
- good or excellent habitat or habitat potential for significant populations of forest inhabiting mammals, reptiles, amphibians and invertebrates.
- areas for resting and feeding of migratory species.
- exhibits connective habitats, corridors, habitat linkages and areas that reduce biological isolation.
- other (Please attach description)

2. The extent that proposal conserves rare or endangered species.

Threatened and Endangered Species: The parcel contains populations or suitable habitats of rare, threatened or endangered species of fish, wildlife or plants. For example parcel contains:

- known occurrences of rare, threatened or endangered species of animals or plants.
- Parcel is within close proximity to a site with known occurrences of species of concern.
- habitats that are suitable for reoccupation of such species.
- habitats that often harbor such species.
- other (Please attach description)

3. The extent that the proposal conserves a relatively undisturbed or outstanding example of an ecosystem indigenous to South Carolina. For example parcel contains:

- Carolina Bay
- Spartina Marshlands
- other (Please attach description)

4. The extent the parcel conserves riparian habitats, wetlands, water quality, watersheds of significant ecological value, critical aquifer recharge areas, estuaries, bays or beaches.

Riparian and Hydrologic Values: The parcel contains wetlands that have ecological values including unique habitats, flood control, sediment filtration, and contaminant filtration. For example parcel:

- is situated on a river, stream or marine shore.
- has extensive river, stream or marine shoreline.
- includes the 100-year floodplain.

- includes a designated scenic river, stream or wetland.
- contains minimum 50-foot buffer of trees along shorelines as a sediment buffer.
- contains ecologically significant wetlands such as isolated bays, bogs, depression meadows and ponds.
- is adjacent to or near other protected wetlands
- includes the surface watershed or the ground water aquifer of a public water supply.
- other (Please attach description)

5. The extent the parcel has for conserving outstanding geologic features. For example parcel:

- contains mountains.
- contains significant rock formations/waterfalls.
- contains significant earth strata.
- contains limestone bluff
- other (Please attach description)

6. The extent to which the parcel conserves a site of unique historical or archeological significance.

Cultural and Historic Resources: The parcel contains known or likely sites of significant historic or cultural value. For example parcel:

- contains cultural resources such as a historic forest, mill site, or tar kiln.
- contains other historic or archeological resources such as Native American sites, historic structures or historic sites
- other (Please attach description)

7. The extent the parcel conserves an area of critical forestlands, farmlands, or wetlands.

For example parcel has:

- the soil productivity and natural vegetative community to produce high quality timber, pulpwood and other forest products.
- growing timber stock in place.
- diverse timber age and type.
- prime soils
- is agriculturally unique
- contains unique wetlands
- other (Please attach description)

8. The extent the parcel conserves an area of forestlands or farmlands which are located on prime soils, in microclimates or have strategic geographical significances.

The potential of a parcel to produce forest products including productivity, accessibility, vegetative community, standing timber, management history and location. For example parcel:

- has the soil productivity and natural vegetative community to produce high quality timber, pulpwood, forest and agricultural commodities.
- has growing timber stock in place.

- has diverse timber age and type.
- has growing crops in place.
- other (Please attach description)

9. The extent that the parcel conserves an area for public recreation, greenways, or parkland.

Public Recreation Potential: The potential of a parcel to provide the public with outdoor recreational potential including hunting, fishing, hiking, birding, horseback riding, wildlife observation, and other types of recreation. For example parcel has:

- externally accessible to the public by automobile and internally accessible by vehicle, foot, boat or bicycle. The public must be able to reach the tract by auto and transit the tract reasonably under most environmental conditions.
- the potential for hiking, cycling and horseback riding trails.
- potential water-based recreational value.
- unique habitat, geological formation, wildlife population or other special recreational attraction.
- potential for inclusion in the Wildlife Management Area Program.
- other (Please attach description)

10. The extent the parcel conserves a larger area or ecosystem already containing protected lands or as a connection between natural habitats or open space that are already protected. For example parcel:

- adjoins or is close to a state park.
- adjoins or is close to a state or federal forest or refuge.
- orders on other protected and managed lands.
- borders a scenic highway or river.
- other (Please attach description)

11. The extent that the parcel conserves a significant acreage. Parcel contains:

- less than 100 acres
- 100-500 acres
- 501-1000 acres
- 1001-5000 acres
- 5,001-10,000 acres
- over 10,000 acres

12. The extent the parcel presents a unique opportunity to accomplish one or more of the criteria in Items 1-11, where the same or similar opportunity is unlikely to present itself in the future. For example parcel:

- is in danger of conversion to non-traditional use within 10 years.
- is currently for sale on the open market
- may remain as is, but will become further subdivided within 10 years.
- is located where infrastructure extensions and improvements are imminent.
- may remain as is, but is in danger of non-sustainable management.
- other (Please attach description)

**Section Five-Financial Criteria
Code Section 48-59-70 Section E
Information to be considered in filling out the application**

1. How does the proposal present a unique value opportunity in that it protects land at a reasonable cost?

Parcel:

- is available at a low cost per acre.
 is available from a willing seller at a reasonable price.

2. How does the proposal leverage trust funds by including funding or in-kind assets or services from other governmental sources?

Have matching funds of any kind or services-in-kind been applied for; have any been received; in what amount or percentage of this proposal from any other governmental source?

Explain:

In 98% of easements held by OSWCD the entity has partnered with USDA NRCS to secure funds to leverage said easements. The plan for this parcel is the same. NRCS now requires OSWCD to have a funding source in place prior to placing an application with them. We must now secure funding from SCCB before placing applications with NRCS, which will be done immediately if approved by SCCB.

3. How does the proposal leverage trust funds by including funding or in-kind assets or services from private or non-profit sources, or charitable donations or land or conservation easements?

Have matching funds of any kind been applied for; have any been received; in what amount or percent of its proposal from private or non-profit sources?

Explain:

4. How does the proposal leverage trust funds by purchasing conservation easements that preserve land at a cost that is low, relative to the fair market value of the fee simple title of the land preserves?

Is the proposal a bargain sale? Yes No

Is the parcel available with matching funds donated by the current owner? Yes No

If so, in what amount/percent? 5%

Explain:

The landowner has agreed to donate 5% of the easement value of the property
Landowner donation 5% of \$2362 = \$118 per acre X 34.3 = \$4047.40
Landowner is also absorbing all closing costs in connection with this proposal

5. Has any other conservation incentives and means of conservation such as donated, conservation easements or participation in other governmental programs have been explored, applied for, secured, or exhausted?

Explain:

Section Six- Public Access
Code Section 48-59-70 Section F
Information to be considered in filling out the application

1. To what extent does the proposal provide public access for hunting, fishing, outdoor recreational activities, and other forms of public access.

- No public access is proposed.
- Limited public access is proposed such as:

Hunting, fishing, canoeing, biking, hiking, bird watching, educational opportunities for scientific and biological research and habitat management, Youth Hunts, Handicapped Hunters, Make A Wish, and other outdoor activities.

1. Minimal access: Small groups or specific individuals with few allowed activities on few days
2. Moderate access: Small or medium sized groups with access many times per year with several activities allowed.
3. High access: General public access all year or many days with several activities allowed.
4. Very high access: General public access year round with many Activities allowed.

**South Carolina Conservation Bank Evaluation Criteria
(For Bank Board Use Only)**

Each proposal for funding under the South Carolina Conservation Bank Act will be evaluated, in part by using the following criteria. The total numerical score will not be the ultimate deciding factor but will serve as a tool used to prioritize proposal. Below is a list of the criteria and maximum points available.

Section A - Conservation Criteria - The value:

1. of the proposal for the conservation of unique or important wildlife habitat.

2. of the proposal for the conservation of any rare or endangered species

3. of the proposal for the conservation of a relatively undisturbed our understanding example of an ecosystem indigenous to South Carolina

4. of the proposal for the conservation of riparian habitats, wetlands, water quality, watersheds or significant ecological value, critical aquifer recharge areas, estuaries, bays or beaches

5. of the proposal for the conservation of outstanding geologic features

6. of the proposal for the conservation of a site of unique historical or archaeological significance

7. of the proposal for the conservation of an area of critical forestlands, farmlands or wetlands

8. of the proposal for the conservation of an area of forestlands or farmlands which are located on prime soils, in microclimates or have strategic geographical significances

9. of the proposal for the conservation of an area for public outdoor recreation, greenways, or parkland

10. of the proposal for the conservation of a larger area or ecosystem already containing protected lands, or as a connection between natural habitats or open space that area already protected

11. of the proposal for the amount of land protected

12. of the proposal for the unique opportunity it presents to accomplish one or more of the criteria contained in this subsection, where the same or a similar opportunity is unlikely to present itself in the future

Section B - Financial Criteria - The degree:

1. to which the proposal presents a unique value opportunity in that it protects land at a reasonable cost

2. to which the proposal leverages trust funds by including funding or in-kind assets or services from other governmental sources

3. to which the proposal leverages trust funds by including funding or in-kind assets or services from private or nonprofit sources, or charitable donations of land or conservation easements

4. to which the proposal leverages trust funds by purchasing conservation easements that preserve land at a cost that is low relative to the fair market value of the Fee Simple title of the land preserved

5. to which other conservation incentives and means of conservation, such as donated conservation easements or participation in other governmental programs, have been explored, applied for, secured or exhausted
-

Section C - Public Access

To what extent does the proposal provide public access for hunting, fishing, outdoor recreational activities, and other forms of public access?

- No public access: None
- Minimal access: Small groups or specific individuals with few allowed activities on few days
- Moderate public access: Small or medium groups access many times/ year; several activities allowed.
- High access: General public access all year or many days a year ; several activities allowed.
- Very high access: General public access, year round, many activities allowed.

South Carolina Conservation Bank Evaluation Criteria Scoring

Parcel Name: _____

Owner: _____

County: _____ Acres: _____ Location: _____

Section I - Conservation	Weighting				
	Poor	Fair	Good	Excellent	Score
	1	2	3	4	
Unique or important wildlife habitat					
Rare or endangered species					
Undisturbed or outstanding ecosystem					
Riparian habitats, et al					
Geologic features					
Historical/archeological					
Critical forests, farmlands, wetlands					
Prime soils					
Public outdoor recreation, greenways, park land					
Connection between protected lands					
Amount of land					
Unique opportunity					
TOTAL SECTION I					

Section II - Financial	Weighting					
	None	Poor	Fair	Good	Excellent	Score
	0	1	2	3	4	
Unique value/reasonable cost						
Leverage other government sources						
Leverage from private sources						
Low cost to value received						
Other incentives						
TOTAL SECTION II						

Section III - Public Access	Weighting	Score
No public access	0	
Low public access	5	
General access, limited activities	10	
General access, many activities	15	
TOTAL SECTION III		

Total Conservation Benefit Index (CBI) _____

Comments:



**OCONEE SOIL AND WATER
CONSERVATION DISTRICT**

Commissioners
Alexander P. Ramsay, Chairman
Lee Keese, Vice-Chairman
Bob Winchester, Secretary-Treasurer
L.J. Jones Carol Hendrix

January 9, 2019

Peggy B. Moore
199 Twin Oaks Lane
Westminster SC 29693

Dear Ms. Moore:

Pursuant to Section 48-59-70(B) of the South Carolina Conservation Bank Act, we hereby notify you that:

(1) Interests in land purchased with trust funds from the Conservation Bank result in a permanent conveyance of such interests from you to the eligible fund recipient or its assignees;

(2) It may be in your interest to retain independent legal counsel, appraisals and other professional advice.

It has been a pleasure working with you on the application.

Very truly yours,

Rex Ramsay
Chairman

I acknowledge receipt of this notification today.

Peggy B. Moore

Sworn before me this 18th day of January 2019.

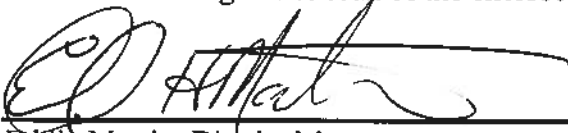
Esmeralda Isidro

My commission expires July 21, 2025.



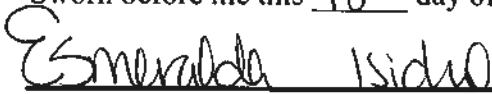
Pursuant to SC Code Sec. 48-59-70, we, the Oconee County Soil and Water Conservation District Board, have notified all adjoining landowners of our request for funding from the SCCB for the Peggy B. Moore Project. We have further informed them that the application may be considered at the Public Meeting to be held prior to April 2019. We have informed each adjoining landowner that they should contact the Executive Director of the SCCB, for further information about when the application will be considered for funding and to express any concerns that they may have about the proposal.

Also, pursuant to SC Code Sec. 48-59-70, B-1, B-2, we, the Oconee County Soil and Water Conservation District Board, have notified all owners of the land that is the subject of the trust fund grant or loan of the enclosed application as of January 09, 2019.



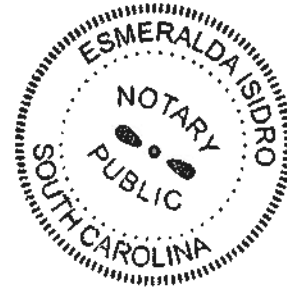
Eddie Martin, District Manager
Oconee County Soil and Water Conservation District

Sworn before me this 18th day of January, 2019.



Notary Public

My Commission Expires: July 21, 2025



Conservation Easement Appraisal

of

**34.3 acres of pasture on Twin Oaks Lane
Westminster, SC 29693
Oconee County**

Property of Peggy E. Moore

**Prepared at the Request of
Peggy E. Moore**

**Prepared for the Use of:
USDA NRCS, the Oconee Soil and Water Conservation District, the South Carolina Conservation Bank,
and Peggy E. Moore**

**Effective Date of Appraisal: May 17, 2018
Date of Appraisal Report: June 1, 2018**



June 1, 2018

Peggy E. Moore

Re: Conservation Easement Appraisal, 34.3 acres of pasture on Twin Oaks Lane, Property of Peggy E. Moore, Oconee County, SC.

At your request, I have prepared an appraisal report on the subject property. The subject property includes 34.3 acres, all of which will be subject to a USDA NRCS Farm and Ranchland Protection Program (FRPP) conservation easement. The effective date of the appraisal is May 17, 2018, the date of the property inspection. The objective of this appraisal was to estimate the value of the subject land before and after the easement.

I estimate the values to be:

Value before the Easement (market value):	\$146,000
Value After the Easement (easement-constrained value):	\$65,000
Value of the Easement (difference):	\$81,000

The appraisal is based on the area delineated by the plats, aerial photographs, deeds, and tax that are included as part of the report. This USPAP-compliant appraisal has been conducted in the *format* of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA—Yellow Book). *However, this is not a formal Yellow Book conservation easement appraisal.* The purpose of this appraisal is only to estimate a before and after easement value for the use of the USDA NRCS, the Oconee Soil and Water Conservation District, the South Carolina Conservation Bank, and Peggy E. Moore—this is appraisal to be used for the application of an easement. The appraisal procedures and scope of the appraisal are explained in detail in the body of the report.

I appreciate your business. If there are questions, please do not hesitate to call.

Sincerely,
HOLSTEIN APPRAISALS

Richard H. Holstein IV, P.E.
Certified General Appraiser
SC 5509 | GA 345673 | NC A7477

14-N Pg 100

State of South Carolina,
County of Oconee.

TITLE TO REAL ESTATE

RECORDED
ROY D. HARDEN
SEP 29 1981
CLERK OF COURT
OCONEE COUNTY, S. C.

Know All Men By These Presents,
S. Moore,

That I, Mahala Jolly

in the State aforesaid, for and in consideration of the sum of \$1.00 and partition of the premises

to me paid by Peggy Elizabeth S. Moore
in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these
presents do grant, bargain, sell and release unto the said Peggy Elizabeth S. Moore, her heirs
and assigns forever, all my right, title and interest of, in and to:

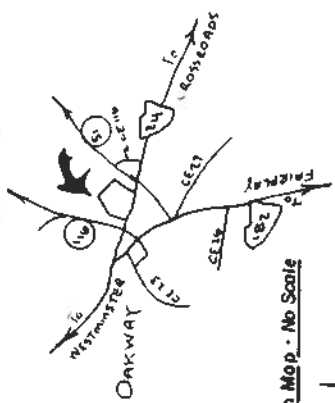
All that certain piece, parcel or tract of land lying and being
situate in the State of South Carolina, County of Oconee, Oakway
School District, Center Township, being known and designated as
Tract 18 containing 16,800 acres, more or less, shown and more
fully described on a plat thereof by Wayne S. Gerland, RLS, dated
8/18/81 and recorded in Plat Book P-45, page 60, records of Oconee
County, South Carolina. See Plat Book P-47, pg 153.

This being a portion of the property conveyed unto the Grantor
and the Grantee herein, who is also known as Elizabeth S. Moore, by
deed of Lula Bees Bowen and Dewey Bowen dated 4/28/81 and recorded in
Deed Book 14-I, page 22, records of Oconee County, South Carolina.

This conveyance is made subject to any easements or rights-of-way
for roadways or utilities heretofore conveyed by the Grantor herein
or any predecessor in title, as may appear of public record or upon
the ground.

100

Ray A. Harden
C. C. D. E. Q. S.



Location Map - No Scale

William H. Nicholson
Deed Book 10J - Page 241
Plat Book P30 - Page 188

Buck A. Beardon
Deed Book 60 - Page 8
Plat Book M - Page 96

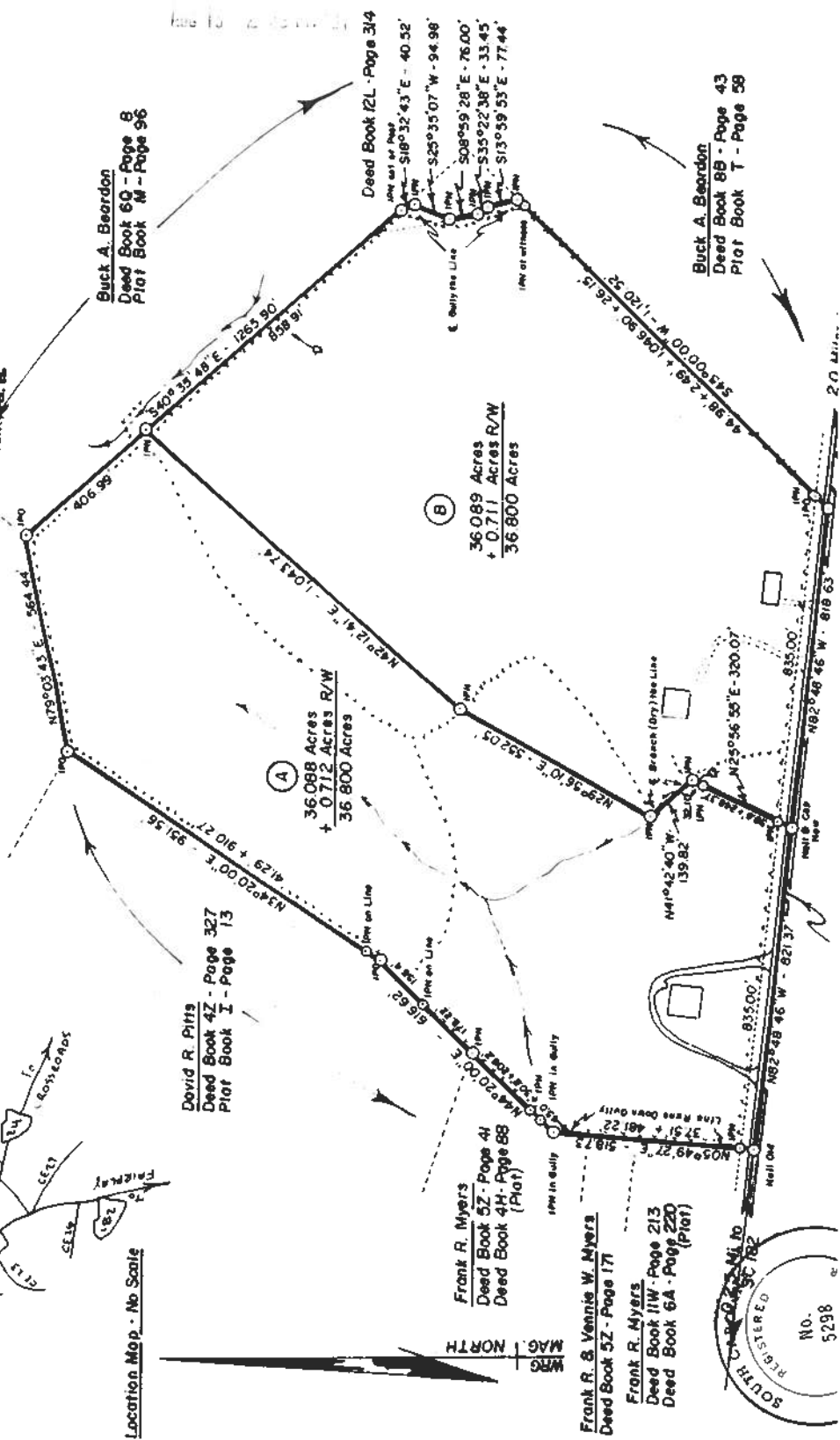
David R. Pitts
Deed Book 4Z - Page 327
Plat Book T - Page 13

Frank R. Myers
Deed Book 5Z - Page 41
Deed Book 4H - Page 88
(Plat)

Frank R. & Vennie W. Myers
Deed Book 5Z - Page 171

Frank R. Myers
Deed Book 11W - Page 213
Deed Book 6A - Page 220
(Plat)

Buck A. Beardon
Deed Book 8B - Page 43
Plat Book T - Page 58



←
Pessy B Moore
Property
Tract B

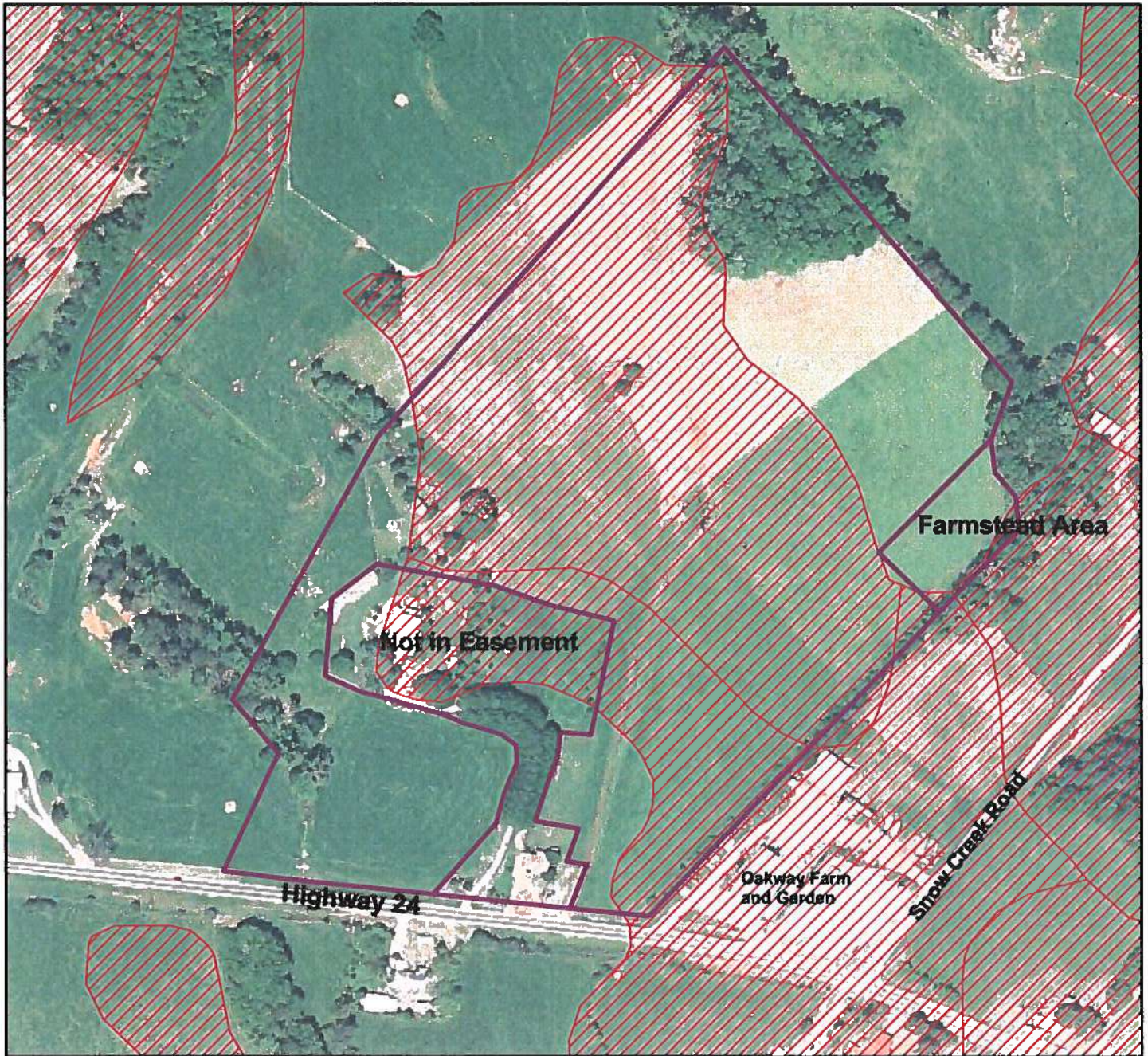


Possible ACEP Application Parcel

Date: 1/8/2018

Customer(s): PEGGY B MOORE
District: OCONEE SOIL & WATER CONSERVATION DISTRICT

Field Office: WALHALLA SERVICE CENTER
Agency:
Assisted By: HEATHER RAMSAY



Prepared with assistance from USDA-Natural Resources Conservation Service

Legend

- Parcel Boundary
- statewide_prime
- Property Boundary



Controls

Available Layers

- Parcels
- Yearly Sales
- Address #
- Parcel Numbers
- Municipalities
- Topography
- Roads
- Railroads
- Lakes & Rivers
- FEMA Flood Zones
- Aerials (2015)
- Aerials (2011)
- Base Layers
 - Street Map
 - Aerials (Earth)

Reports

Parcel

View as: [Google Earth](#) | [Bird View](#)

Selected Parcel

Property Class
Taxing District
Acres
Physical Address
Owner
Land Value
Improvement Value
Total Value
Improvements on Parcel
Total Improvement Area (sq ft)
Two most rec
Date
Price

Website last updated Septer
GIS Maps last updated Augu

Parcel List
Legend
Measure

Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. is from the last certified taxroll. All data is subject to change before the next certified tax roll.

Impressions of Moore Property

By Frances M. Rundlett, member Oconee Conservation Bank

I visited the Moore property on 5/24/2019 (due to a miscommunication with Frank Ables of the Oconee Conservation Bank he came briefly to the Moore house). However, Frank Ables was very familiar with the property, having grown up in the area; he knew quite a few folks there. I therefore went on a tour by vehicle of the farm by myself with Mrs. Moore and Frank left.

Mrs. Moore was very sociable and welcoming. She is an ex school principal and was quite cognizant of farming methods. She grew up on that property and knew the neighbors well. The farm itself is small (a bit over 35 acres) because her dad's property was subdivided among his children.

The farm itself is used for hay and cattle grazing. Mrs. Moore wants to preserve the land in farming, and it does have some of the best soils for agriculture in the state. Mrs. Moore has a son who specializes in forestry who hopes to take over the farm someday. But she wants the extra protection of an easement to keep the land in farming.

The creek on the property was ditched, close to the farmed area, and intermittent, so it does not have value for wildlife, except that it eventually flows to a larger creek. She showed me the creek and surrounding trees, most of which are on her sister's property. A few years ago she learned of a cattle raising system whereby the cattle are grazed on a fenced in section of the land and two weeks later are kept on another plot which has new grass. She also learned that it pollutes the creek to have cattle drink from it, so she (with a grant from the Soil Conservation Service) installed a piping system of cattle drinking stations and the cattle drink water from these stations instead of the creek. The creek is fenced which keeps the cattle from the creek. The piping system itself draws water from a 600 foot deep drinking water well that supplies the house plus the piping system. She also installed the cattle drinking stations on her sister's adjacent farm, and the neighbors followed suit.

The farm is lovely and has a fenced copse of trees, fenced to keep the cattle from it. The copse of trees includes several springs which drain to a pond on the neighbor's property. Mrs. Moore a few years ago had a landscaper come out and landscape the property around the house. That landscaper also recommended that she let trees grow up around a selected area that borders the Pitts property to provide homes for insects and wildlife, which she did. In 1981 Mrs. Moore had a 100? year old house moved onto the property which she bought from a surrounding area which adds to the historic value of the property. (I believe the house is over 100 years old but a historian would have to inspect it).

All in all, I would say that the property is too small to gain a grant of over 40K from the Oconee Conservation Bank. EXCEPT:

- 1)The farm has some of the best soils in the state for agriculture.
- 2)The farm has several neighbors (and their farms) who would eventually follow suit if the money for a conservation easement were granted to Mrs. Moore.
- 3)The property is near Interstate Route 85 and is flat and cleared which makes it valuable for development.

4) The house and furnishings themselves have historic value. There is not another house that I could see nearby (there were mostly trailers or modern brick one story homes nearby) that has that look.

I recommend that the Oconee County Conservation Bank give a grant (which will be matched by other funds) of 20K to Mrs. Moore.

To: The Oconee County Council
Fr: Andy Smith, Chair
Oconee County Conservation Bank Board
Dt: September 23, 2019

RE: RECOMMENDATION FOR FUNDING - \$8,100.00

Parcel Name:	The Moore Farm
Owner:	Peggy Brown Moore
Size:	34 Acres
Location:	199 Twin Oaks Lane, Westminster (Oakway)
TMS#:	290-00-04-010
Eligible Recipient:	Oconee Soil and Water Conservation District
Conservation Property Interest:	Conservation Easement
Conservation Value:	\$81,000.00

On Tuesday September 17, 2019, the Oconee County Conservation Bank Board (the "Board") voted to recommend that the Oconee County Council award the Oconee Soil and Water Conservation District a grant of \$8,100.00 in OCCB funds to go towards the purchase of a conservation easement on the 34 acre Moore Farm in Oakway.

The Moore Farm meets OCCB ordinance Section 2-403 criteria in that it: 1) contains: its soils are approximately 60% Prime or Important Soils and is actively farmed and 2) provides a scenic view of rural farmland from public roads (Highway 24). Being flat, easily developable, and close to Interstate 85, this property has a high potential for development were it to be on the open market.

The Oconee Soil and Water Conservation District intends to apply for grants from the South Carolina Conservation Bank and the NRCS Agricultural Conservation Easement Program for the additional funds.

If successful in placing a conservation easement on the property, the Moore Farm will remain a well-managed working farm for raising cattle and growing hay. Ms. Moore has already engaged in conservation practices on the farm by rotating the grazing plots, installing a well and drinking station for the cattle, and fencing the creek to prevent cattle from accessing the creek on the property. The Oconee Soil and Water Conservation District monitors and enforces dozens of conservation easements on hundreds of conserved acres in Oconee County, is one of the primary conservation land managers in the County, and thus maintains the skill, purpose, and experience necessary to ensure that the provisions of a conservation easement on the property would be followed. According to the landowner it is likely that other farmers in the area will follow suit in placing conservation easements on their farms if she is successful in doing so.

Presently, the OCCB has \$608,128 in funds available for conserving land in Oconee County. The Board has adopted an amended budget, which limits its awards to 10% of the conservation value of a potential conservation property. An OCCB grant of \$8,100 is 10% of the conservation value of the farm. The conservation of The Moore Farm will blend the protection of beautiful rural scenery and a working farm and aligns with the Council's commitment to the agricultural viability and heritage of Oconee County.



Oconee County Conservation Bank Evaluation Criteria Scoring

Oconee County, South Carolina

Parcel Name	Moore Property
Owner	Peggy B. Moore
Acres	34.31
Location	199 Twin Oaks Lane, Westminster, SC 29693
Tax Map[s]	290-00-04-010

Section I – Conservation Criteria

Calculation of Conservation Criteria

	Score
Environmental Sensitivity	0
Sharing Boundary With Protected Land	0
Historic or Cultural Features	1
Prime or Important Soil Types	4
Actively Farmed	5
Public Visibility of Property	5
Scenic View	5
Public Access	0
Threat of Development	5
Size of Protected Property	3
TOTAL SECTION I – Max 100	28

Section II – Financial

Scoring of Financial Criteria

	None 0	Poor 2	Fair 3	Good 4	Excellent 5	Score
Funding Percentage Requested			✓			3
Matching or Other Monetary Contributions from Other Agencies or Groups			✓			3
Low Cost for Value Received					✓	5
Other Financial Benefit	✓					0
Other incentives			✓			3
TOTAL SECTION II – Max 25						14

Total OCCB Scoring Index (OSI): **42**

Comments:



Oconee County Conservation Bank Criteria Worksheet

Oconee County, South Carolina

CATEGORY	POINTS	REQUIRED EVIDENCE
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Environmental Sensitivity <i>(Allow and add points for all that apply. Maximum Points = 35)</i>		
Wetlands	5	Certification by USACOE or NRCS
USGS Blue Line Streams & Lakes	5	USGS Topographic Map with Property Boundary
Adjacent to Water Classified as either (i) Outstanding Natural Resource Water (ii) Outstanding Resource Water or (iii) Trout Water, by South Carolina DHEC.	5	Proof of such classification by SC DHEC
Presence of or Habitat Suitable for Threatened/Endangered Species	5	Certification by SC DNR, NRCS, USFS or other qualified professional
Presence of or Habitat Suitable for Native Wildlife Species	5	Applicant must provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.)
Presence of special or concentrated Biodiversity	5	Applicant must provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.)
Unique Geologic/Natural Feature	5	Applicant must provide substantial evidence (e.g. Statement from a qualified agency or professional, description in publication, etc.)

Percentage of Property Sharing a Boundary with Protected Land <i>(Select one appropriate category, if any. Maximum Points = 10)</i>		<i>"Protected Land" includes any land or byway substantially protected from development or designated as scenic or protected through any federal, state, or local act. Applicant may be required to provide evidence if requested by the Board of the OCCB.</i>
1% - 25%	4	
26% - 50%	6	
> 50%	10	

Historic/Cultural Features <i>(Allow points for one category, if any. Maximum Points = 5)</i>		
National Historic Register Designation	5	NHR designation letter from the Department of the Interior.
National Historic Register Eligible	3	Letter of eligibility from the SC State Historic Preservation Office.
Historic/Prehistoric Structures	5	Points to be determined by OCCB board according to evidence submitted by applicant. Suggested evidence may include photographs, statements by professionals regarding integrity of structures, publications, etc.
Historic/Prehistoric Site or Location of a Historic Event	5	Points to be determined by OCCB board according to evidence submitted by applicant. Suggested evidence may include photographs, statements by professionals regarding integrity of structures, publications, etc.

Prime/Statewide Important Soil Types <i>(Select the appropriate category, if any. Maximum Points = 10)</i>		
50 – 60%	4	Prime or Statewide Important Soils overlay on current aerial photograph. Show total acreage of P/SWI Soils. This proof applies to all percentage ranges in this category.
61 - 74%	8	
>75%	10	

Actively Farmed <i>(Either applies or does not. If yes, Maximum Points = 5)</i>	5	<p>Applicant must provide one of the following:</p> <ul style="list-style-type: none"> - (i) IRS Form Schedule F filed two previous tax years; - (ii) IRS Form Schedule F filed seven of the last ten years; or - (iii) Documentation of selling and/or growing agricultural products in Oconee County for the previous two years. <p>OCCB Board reserves the right NOT to award points, pending assessment of natural resource protection in conjunction with Oconee Soil & Water Conservation District.</p>
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Public Visibility of Property <i>(Allow points for only one category, if any. Maximum Points = 5)</i>		
Visible from Federal, State or County Road	5	Documentation describing precise location of point along a Federal, State or County Road where property is visible. Include a photograph taken from this point.
Visibility from Public Access Lands or Waterways	3	Documentation describing precise location of point along public access land or waterway where property is visible. Include a photograph taken from this point.

Scenic View from Property <i>(If applies, the OCCB Board may apply points ranging from 1-5 for the quality of the Scenic View and the public's ability to benefit from the Scenic View. Maximum Points = 5)</i>	5	Points to be determined by OCCB Board according to evidence submitted by applicant. Suggested evidence may include photographs, publications, topographic map, description of mountains, rivers, or other features in the view.

Public Access <i>(Allow points for only one category, if any. Maximum Points = 10)</i>		
Limited	5	Points to be determined by OCCB Board according to evidence submitted by applicant. Suggested evidence may include formal agreements with agencies or groups authorized to use the property, description of use and extent of use (times/seasons when the property is accessible).
Unlimited	10	Same as above with additional evidence that public access is reasonably advertised or communicated to the public.

Threat of Development*(Select the highest one applicable category.**Maximum Points = 5)*

Property is within or adjacent to property of USFS, State Forest, State Park, County Park or Municipal Park.	5	Documentation describing location of property in relation to such Federal, State or County property.
Property is within one mile of an incorporated municipality.	1	Measurements will be taken on aerial photography with the shortest distance between the property boundary and the municipality boundary. This proof also applies to the following two measurements of distance from municipality.
Property is 2 - 5 miles of an incorporated municipality.	3	
Property is greater than 5 miles from an incorporated municipality.	2	

Size of Protected Property*(Select the applicable category, if any.**Maximum Points = 10)*

51 Acres - 250 Acres	5	
251 Acres - 500 Acres	8	
> 500 Acres	10	

TOTAL POINTS**Maximum = 100**



**Oconee County Conservation Bank
PROPERTY OWNER
STATEMENT OF INTEREST FORM**
Oconee County, South Carolina

Property Owner Name Cliffs Timber LLC

Property Owner Address 1400 16th St, Suite 320 Denver, CO 80202

Eligible OCCB Recipient
Name and Address Naturaland Trust
PO Box 728 Greenville SC 29602

Property Owner Telephone Numbers
Home: Pat McNamara (agent)
Cell: 864-270-8726
Work: _____

Description & Size of Your Property in Acres:
The 193-acre McKinney Creek Oconee Bell Preserve sits just south of Devils Fork State Park, on the edge of Lake Jocassee and Lake Keowee. The property boasts streams, seeps and mixed hardwood forest and possibly the largest concentration of privately-held Oconee Bells.

General Location of Your Property:
South of Devils Fork State Park between Patterson Ridge Road and Jocassee Point Road.

Oconee County Tax Map Number[s] *[required]* Western portion of #039-00-01-014

Your Property's Unique Characteristics:
The 193-acre McKinney Creek Oconee Bell Preserve holds possibly the largest privately-held and unprotected population of Oconee bells. With dramatic boulders, shoals, forest and a section of McKinney Creek, this property is important not only for its natural facets, but for its role in protecting source water for Lake Keowee and the Greenville Water System.

THIS STATEMENT OF INTEREST, AS PRESENTED, REPRESENTS A BINDING PROPOSAL. ANY APPROVAL, CONDITIONAL OR FINAL, IS CONTINGENT UPON THE LANDOWNER'S FULFILLMENT OF ANY AND ALL PLEDGES AND PROPOSALS AS PRESENTED IN THE APPLICATION. IN ADDITION, I HAVE RECEIVED AND READ BOTH THE "KNOW WHAT TO EXPECT" AND "PROCESS" FORMS ATTACHED TO THIS DOCUMENT.

9-24-19
Date


Signature of Landowner

Your signature acknowledges receipt of and a full understanding of the "Know What to Expect" [pg. 3] and the "Process" [pgs.4-5] Forms.

Completed Form to be forwarded to:
Oconee County Conservation Bank Board
c/o Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
or
via email to: ksmith@oconeesc.com



Oconee County Conservation Bank PROPERTY OWNER STATEMENT OF INTEREST

Know What to Expect

What you need to know before you begin the process of having your property considered by the Oconee County Conservation Bank Board [OCCB]:

The Application will require the following to be provided by the property owner at their expense:

- An appraisal of the property
- May require surveys and additional professional work which the landowner is solely responsible to secure.
- The landowner will be required to sign that you understand that you are solely responsible for the costs of securing any work required to complete the application and that the OCCB is not responsible for such costs. [While each applicant may apply for a grant to cover, in whole or in part, the costs of such required work, the OCCB is under no obligation to approve any application.]

If the OCCB requires additional information it may include but is not limited to the following items:

- Detailed information about their property including deed and tax map references.
- Detailed information about their properties value which will require a detailed appraisal.
- May require and updated survey.
- Coordination with a non-profit managed to conserve land and similar resources or other eligible entity as described in the Oconee County ordinance creating the OCCB.
- Maps, photos and other documentation to support the conservation values of the land.

ANY APPLICATION WILL REPRESENT A BINDING PROPOSAL. ANY APPROVAL, CONDITIONAL OR FINAL, IS CONTINGENT UPON THE LANDOWNER'S FULFILLMENT OF ANY AND ALL PLEDGES AND PROPOSALS AS PRESENTED IN THE APPLICATION.



Oconee County Conservation Bank PROPERTY OWNER STATEMENT OF INTEREST PROCESS FORM

1. Landowner and their OCCB eligible “partner” (*e.g., a non-profit managed to hold conservation lands, government body or other eligible entity*) present a signed “Statement of Interest” form to the OCCB.

Landowner will be notified if their property is eligible and to submit a full application to the OCCB. [NOTE: Any such determination of eligibility to apply does not represent approval of the project.]

2. Landowner and their OCCB eligible “partner” submit full application with substantiation to the OCCB for review.

OCCB contacts landowner to

- (i) request additional information,
- (ii) decline the application, or
- (iii) schedule a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]

3. Landowner provides additional requested information, if necessary.

OCCB contacts landowner to

- (i) decline the application, or
- (ii) schedule a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]

4. OCCB representatives or agents make scheduled site visits to each property in the application cycle deemed appropriate for a site visit. [NOTE: the scheduling of a site visit does not represent approval of any project.]

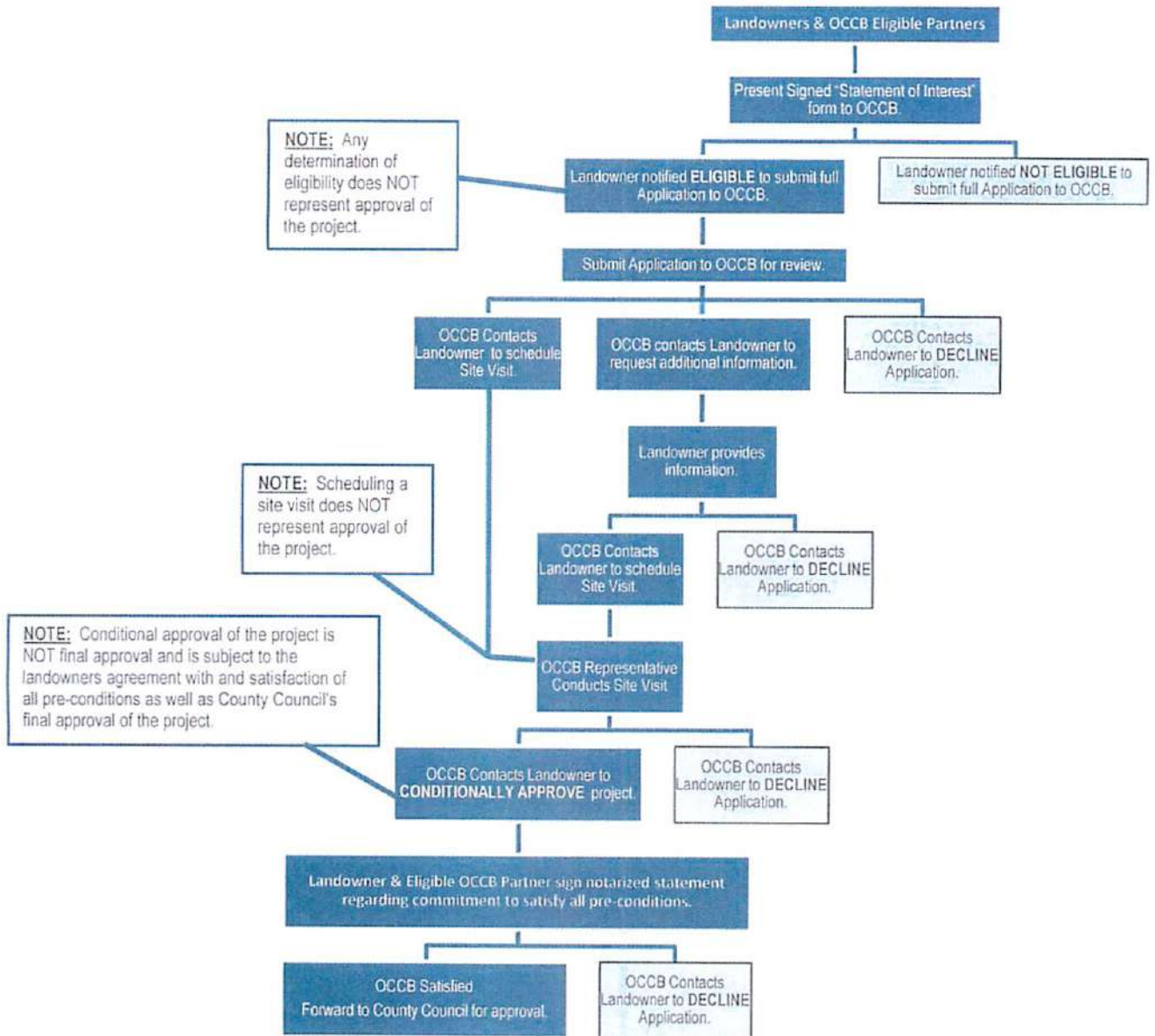
After the site visits are completed, OCCB contacts the landowner to

- (i) decline the application, or
- (ii) conditionally approve the project. [NOTE: Conditional approval is not final approval and is subject to the landowner’s agreement with and satisfaction of all pre-conditions as well as County Council’s final approval of the project.]

5. For each conditionally approved project, the landowner and their eligible OCCB must sign a notarized statement stating their commitment to satisfy all pre-conditions and must prove to the OCCB’s satisfaction that all pre-conditions have been met.

Upon receiving such commitment and satisfaction, the OCCB will prepare any such properties for presentation to the Oconee County Council.

NOTE: Only Oconee County Council can finally approve any project and no project shall be considered approved or final until such final approval is granted. The landowner and eligible OCCB partner remain fully responsible for all expenses and costs associated with application to and interaction with the OCCB throughout the application process. The landowner and eligible OCCB partner will only be reimbursed for those expenses and costs associated with application to and interaction with the OCCB if such reimbursement is sought in the grant application and finally approved by the OCCB and Oconee County Council.





Oconee County Conservation Bank Application for Funding

Oconee County, South Carolina

Completed Application to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

or

via email to: ksmith@oconeesc.com

SECTION I

I. General Information:

Acquisition type: Fee Simple Conservation Easement

Landowner's Name Cliffs Timber LLC

Mailing Address: 1400 16th St, Suite 320 Denver, CO 80202

Daytime Telephones () Pat McNamara (agent) 864-270-8726

Eligible OCCB Recipient Seeking Funding *(See Oconee County Ordinance 2011-16, Section II.G)*

Name of Organization Naturaland Trust

Authorized Agent Name: Mac Stone - Executive Director

Mailing Address: PO Box 728 Greenville SC 29602

Daytime Telephones () 352 359 0013

II. Property Information

Legal Description County: Oconee

Tax Map # Western portion of #039-00-01-014

Assessor's Plat & Lot Numbers: NA

Deed Reference [Book & Page] 1885/1

Current Zoning Classification CW

Location on County Map (attach copy as **EXHIBIT A**)

Brief description of property including:

- | | |
|-------------------------|--|
| a. Total Acres | <u>193</u> |
| b. Total Forested | <u>193</u> |
| c. Total Cleared / Open | <u></u> |
| d. Total Wetlands | <u>6</u> |
| e. Creeks and/or Rivers | <u>portions of McKinney Creek, tributaries and springs</u> |

Please include any surveys, USGS maps, directions, county locator map, or any other pertinent information.

III. Miscellaneous Information:

Who is the Party responsible for managing the land?

Name Naturaland Trust - Mac Stone

Address: PO Box 728 Greenville SC 29602

Telephone Number 352 359 0013

Who is responsible for enforcing any conservation easements or other restrictions on this property?

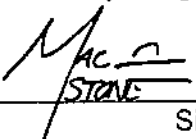
Name _____

Address: _____

Telephone Number _____

IV. Adjoining landowners.

Adjoining landowners must be notified of this grant request by Oconee County ordinance. Please attach an affidavit that all adjoining landowners have been notified.



Signature of Eligible OCCB Recipient (Applicant)

07/31/19
Date

General Information: Section Two-To be filled out by the landowner.

1. Does this land contain property or interest in property that has been down-zoned within three years of the date of this application? (Code Sec 48-59-70.O-1)

_____yes no _____not applicable

2. Has the qualified entity or applicant seeking funding notified you in writing (S.C. Code Sec 48-59-70,B-1,B-2)

- a. That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund.

yes _____no

- b. That it may be in the landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.

yes _____no

3. Are there any existing liens, mortgages, or encumbrances that currently exist on this property?

Yes No _____ If so please explain *Arbor One has a first mortgage*

South Carolina Conservation Bank—Landowner Inspection Consent Agreement.

4. The undersigned, as the landowner or landowner's agent agrees to allow inspection, and appraisal if necessary, of the interests in land that is the subject of this Application. I agree to allow authorized or designated agents or staff to inspect this property as may be required. Reasonable notice of inspection will be given.

5. The undersigned as the landowner or landowner's agent acknowledges that any grant from the SCCB will be subject to the provisions, terms and conditions of this entire Application and to the provisions of the South Carolina Conservation Bank Act, Code §48-59-10 *et. seq.*

Steward Fato
Signature of Landowner/Agent

6/28/19
Date

Section III

To be filled out by the Eligible OCCB Recipient seeking funding (Applicant)

Organization Name Naturaland Trust

Address PO Box 728 Greenville SC 29602

Daytime Telephones () 352 359 0013

Contact Person Mac Stone - Executive Director

Organization EIN Number: 23-7293632

NOTE: You are required to attach certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the applicant is an otherwise qualified entity under Oconee County Ordinance 2011-16, Section II and Section VII.

How will you be able to complete the project and acquire the interests in the proposed lands?

Naturaland Trust will take on a bridge loan from Open Space Institute to close on the property before purchase contract expires. During that loan period, we will raise the remaining funding through the SC Conservation Bank, private donations, and our local foundations.

How many total acres of lands or projects have you preserved in this State? In this County?

Naturaland Trust has played a key role in protecting over 100,000 acres since its inception over 45 years ago.

Briefly describe the lands your organization has preserved in this State, and then County, including their size, location and method of preservation. Note: this section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated.)

Naturaland Trust was actively involved in the preservation of the Mountain Bridge Wilderness, the Greenville Watershed, Asbury Hills, Raven Cliff Falls, the Jocassee Gorges, Stumphouse Mountain and Nine Times Forest, among many others. Currently, we own and manage 5,800 acres. Naturaland Trust raises funding to purchase land fee-simple and frequently donates it to the state for addition to Parks and SCDNR lands.

Has the Eligible OCCB Recipient notified the owner of the land that is the subject of the potential OCCB grant of the following in writing? (See Oconee County Ordinance 2011-16, Section VII)

a. That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or it assignees.

Yes

b. That it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Note: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests.

Does the Eligible OCCB Recipient or the landowner have a general summarized land management plan for this proposal? If so, please attach.

yes no

Explain how the Eligible OCCB Recipient intends to enforce the easement restrictions on this proposal, if a conservation easement is proposed. Attach additional sheet if necessary.

This application is for a fee-simple purchase, though Naturaland Trust has a full-time Executive Director who handles land issues.

Does the Eligible OCCB Recipient agree that OCCB funds may only be used for the acquisition of interests in land including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands?

yes no

Does the Eligible OCCB Recipient have reasonable documentation to support this request? Please attach.

The proposal will not be considered without adequate substantiation of estimated Fair Market Value and a qualified and competent appraisal establishing fair market value and/or the value of the proposed easement will subsequently be required prior to closing.



(See Oconee County Ordinance 2011-16, Section VII.B.f)

yes no

What is the amount of support sought for this proposal?

\$ 58,000

Explain how this proposal will satisfy the Criteria listed in Sections Four and Five of the ensuing pages. (Please attach a narrative of what your intended plans are and how you plan to accomplish them.)

Signature of Authorized Agent for Eligible OCCB Recipient (Applicant)


Notary Signature

My commission expires: 10/29/2025



Section IV
Conservation Criteria
Oconee County Ordinance 2011-16, Section VI
Information to be considered in filling out the application

1. Does the property contain or adjoin wetlands? Yes X No _____

If yes, please attach certification by USACOE or NRCS.

2. Does the property contain or adjoin a USGS Blue Line Stream or Lake? **YES**

If yes, please provide USGS topographic map showing such stream or lake in relation to property.

3. Does the property contain or adjoin Water Classified as either (i) Outstanding Natural Resource Water (ii) Outstanding Resource Water or (iii) Trout Water, by South Carolina DHEC. **NO**

If yes, please provide evidence of such classification by SC DHEC.

4. Does the property currently contain threatened or endangered species or habitat suitable for threatened or endangered species? **YES**

If yes, please provide a certification by SC DNR, NRCS, USFS or other qualified professional providing evidence of such species existence on the property or of such habitat suitability.

5. Does the property currently contain native wildlife species or habitat suitable for native wildlife species? **YES**

If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such species existence on the property of such habitat suitability.

6. Does the property currently contain special or concentrated biodiversity? **YES**

If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such biodiversity on the property.

7. Does the property currently contain a unique geological feature, such as a mountain, rock outcropping, waterfall or other similar feature? **YES**

If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such geological feature on the property.

8. Does the property share a boundary with other Protected Land? For purposes of this question, "Protected Land" includes any land or byway substantially protected from development or designated as scenic or protected through any federal, state, or local act.

(a) If yes, what percentage of a boundary is shared with such Protected Land?

_____ 1%-25%

X 26%-50%

_____ Greater than 50%

(b) If yes, please describe the Protected Land and present a legible map showing such Protected Land in relation to the property.

9. Does the property contain any of the following pre-historic or historic features or designations?

NO (a) Listing on the National Historic Register? If yes, please provide a letter or other evidence from the Department of the Interior demonstrating such listing.

NO (b) Eligible for listing on the National Historic Register? If yes, please provide a letter or other evidence from the SC State Historic Preservation Office demonstrating such eligibility.

NO (c) Contains historic or pre-historic structures? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the structure(s) on the property.

NO (d) Contains a site of historic or pre-historic significance? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the site(s) on the property.

10. Does the property contain fifty percent (50%) or greater surface area of soils classified as Prime or Important by the State of South Carolina? **NO**

(a) If yes, what percentage of the property contains soils classified as Prime or Important by the State of South Carolina?

_____ 50%-60%

_____ 61%-75%

_____ Greater than 75 %

(b) If yes, please provide a legible soil overlay map showing such Prime or Important soil types upon the property.

11. Has the property been Actively Farmed as defined under one of the following qualifications? **NO**

- (a) The landowner has filed IRS Form Schedule F in the previous two tax years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application;
- (b) The landowner has filed IRS Form Schedule F in seven of the last ten years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application; or
- (c) The landowner can produce documentation demonstrating that the landowner has produced significant agricultural products in Oconee County in the last two years? If yes, please provide such documentation and a notarized statement affirming that such farming activities pertained to the property referred to in this application.

12. Does the property allow public viewing:

- YES**
- (a) ...from a Federal, State or County maintained road? If yes, please provide documentation describing precise location of point along a Federal, State or County Road where property is visible. Include a photograph taken from this point.
 - (b) ...from any other public access land or waterway? If yes, please provide documentation describing precise location of point along such public access land or waterway where property is visible. Include a photograph taken from this point.

13. Does the property provide a Scenic View to the public or help maintain the Scenic Nature of an area in the County? For purposes of this question, a Scenic View includes mountain, river, lake, forest, pasture, agricultural and other pastoral views which are viewable by the public from a public roadway or other publically accessible area. **YES**

If yes, please provide photograph evidence to support the Scenic View, a description of the Scenic View and a description of the specific locations with map references from which the public may observe the Scenic View.

14. Does the proposal for the conservation project on the Property allow...

- (a) ...Limited Access by the public to the property? For purposes of this question, Limited Access means any access which is less than access on a year round and continual basis, but allows access by the public for some limited time or seasonal period(s). **YES**

If yes, please provide documentation supporting such Limited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public.

- (b) ...Unlimited Access by the public to the property? For purposes of this question, Unlimited Access means any access which provides the public access to the property on a year round and continual basis and, additionally, requires that such access is (or will be) communicated to the public. **YES**

If yes, please provide documentation supporting such Unlimited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public. In addition, please provide evidence that the Unlimited Access is (or will be) reasonably communicated to Oconee County citizens.

15. Is the property located in any one or more of the following locations? If yes, for each such location please provide an aerial map and supporting documentation which demonstrates such location in relation to the relevant municipality or other land.

- (a) Is the property located within or adjacent to land of the United States Forest Service, a South Carolina State Forest, a State Park, a County Park or a Park of Municipality located in Oconee County, South Carolina? **YES, very close**
- (b) Is the property located within 1 mile of a municipality?
- (c) Is the property located from 2-5 miles of a municipality? **YES, Salem, SC**
- (d) Is the property located greater than 5 miles from a municipality?

16. What is the approximate size (in acres) of the property? Please provide documentation to support the stated acreage, including survey(s), tax information, deeds or other similar documentation.

This property is the western portion of a larger property, containing 193 acres of forested land.

Section V - Financial Criteria
Oconee County Ordinance 2011-16 Section VI
Information to be considered in filling out the application

1. (a) What is the Total Market Value of the proposed conservation project? \$580,000
(Total Market Value for a fee simple project is the total fair market value of the property as supported by a current appraisal. Total Market Value for a conservation easement project is the value of the conservation easement as determined under the methods prescribed in IRS Treasury Regulations 1.170A-14(h) as supported by a current appraisal.)

(b) What is the amount of the grant requested from the OCCB? \$25,000

Based on the figures above, what is the total percentage of funding requested for the project from the OCCB. *(Divide Sum (b) by Sum (a) to Find Percentage)?* 4%

2. Please list and describe any other grants, contributions or gifts from any non-governmental agencies, groups, entities or individuals which will support the proposed conservation project?
We have a pending grant with the SC Conservation Bank. We will also submit other grants to our local foundations and partners.

For any listed grant, contribution or gift, please provide evidence or a written pledge of such support from the relevant non-governmental party.

3. How does the proposal present a unique value opportunity in that it protects land at a reasonable cost? Parcel:

 is available at a low cost per acre

 X is available from a willing seller at a reasonable price

4. How does the proposal leverage OCCB funds by including funding or in-kind assets or services from other governmental sources?

Have matching funds of any kind or services-in-kind been applied for or received? **We have a pending grant with the SC Conservation Bank. We will also submit other grants to our local foundations and partners.**

Please explain and described the in-kind services or amount of financial support applied for or r received. Please also provide written documentation to support such application or receipt of such support.

5. Please describe any other financial advantage of the proposed conservation project which helps ensure that the project represents a good use of limited OCCB funds and/or provides a good return on investment for the citizens of Oconee County?

Please explain any other such financial advantage and provide documentation to support your answer to this question.

This is for fee simple purchase, but the OCCB, at \$25,000, will be spending \$125/acre to help protect this important piece of property.

APPENDIX - NARRATIVE

MCKINNEY CREEK OCONEE BELL PRESERVE

The 193-acre McKinney Creek Oconee Bell Preserve builds on the Boones Creek Oconee Bell Preserve, located just north of Scenic Highway 11, next to Devil's Fork State Park, Sumter National Forest and Lake Jocassee and Lake Keowee. The tract also borders privately protected riparian zones that were part of an Army Corps mitigation project. Many of the tributaries that feed Lake Keowee are unprotected, contain rare and endangered species, are vulnerable to development, and pose a threat to the Lake Keowee watershed if they were developed in a damaging way. The tributary that is the subject of this application, McKinney Creek, is also critical habitat for the Oconee Bell, the signature species of the Jocassee and Keowee watersheds.

When Lake Jocassee and Lake Keowee were formed, as much as 85% of the habitat for Oconee Bells (*Shortia galacifolia*) was permanently lost. These endangered plants exist only in these watersheds and do not leave the confines of their historic range. Scientists worry that lack of genetic diversity will make these iconic plants vulnerable to the effects of climate change. Populations in adjacent and southerly colonies like the ones found on McKinney and Boones Creek may contain the gene pool necessary to make this plant more resilient to environmental changes and therefore may be critical to the long-term survival of the species. On the 193-acre McKinney Creek property, tens of thousands of Oconee Bells thrive. Waterfalls, shoals, and ravines wind through mixed hardwood forest, buffered by craggy granite boulders, which likely host endangered green salamanders. Tracks of bobcat and black bear have been seen on the property, as well. This parcel is a stunning example of how the region used to look before the lakes were built.

Prof. Patrick McMillan of Clemson University, a leading local naturalist (Dennis Chastain), and the Native Plant Society, have urged us to protect properties that contain significant populations of Oconee Bells. When our executive director happened to identify Oconee Bells in the photographs on the real estate listing marketing the property, he couldn't believe how many plants were in one location. After visiting the site and confirming the impressive numbers of plants and striking habitat, we moved quickly to get the property under a purchase option, which expires in September. This property is the western portion of a larger tract. If successful with this property, there is a chance we can expand eastward towards Lake Keowee on the second half, but that portion is not currently on the market. SCDNR has surveyed the site and has expressed interest in including the property in the Heritage Preserve program, but they are not in a financial position to assist.

To protect such an outstanding property on short notice, Open Space Institute will provide a bridge loan to Naturaland Trust so that we can close before the option expires. The property recently appraised for \$580,000 and we are asking the OCCB for \$25,000. During the loan period, we will seek out additional support from the SCCB for \$450,000, the Native Plant Society, the Keowee Toxaway Habitat Enhancement Program and local, private donations to raise the deficit.

Naturaland Trust decided to pursue the protection of this site because of these outstanding factors: a beautiful undamaged waterway next to Devils Fork State Park; a tributary of Lake Keowee, which is, among other things, a public drinking water supply; the mature forest on the property; and most important the robust population of the endangered Oconee Bell growing in particularly significant habitat. The McKinney Creek Oconee Bell Preserve has walkable trails that cross the property, making it easily accessible to hikers and researchers. If SCDNR decides not to include the property in the Heritage Preserve Program, we are open to its inclusion in the WMA program, consistent with protecting the natural facets of the land. Finally, preservation of this property and the avoidance of harmful development of this property will help to slow the beginning of a trend of harmful development along this largely undeveloped watershed of Lake Keowee.



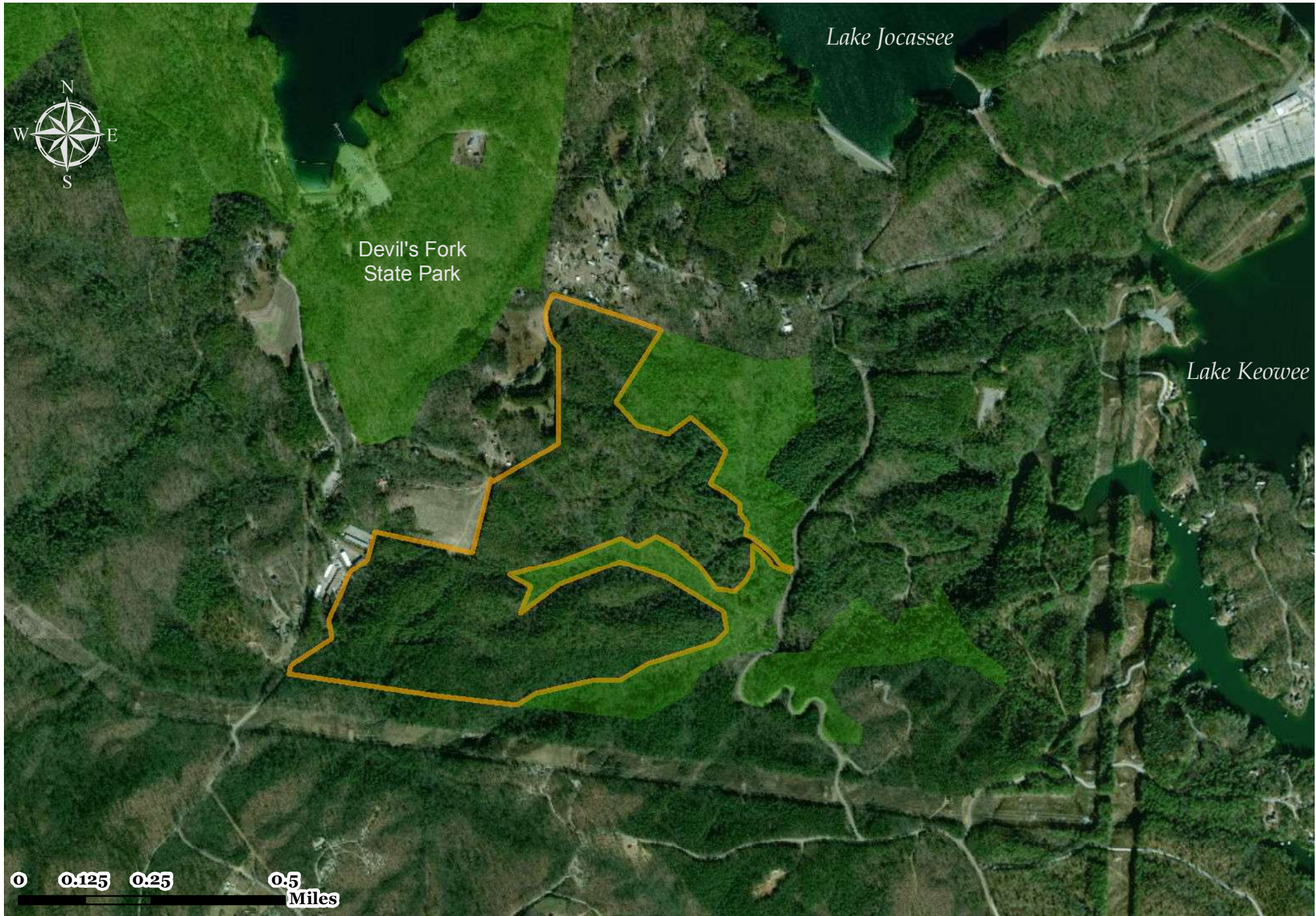
Jocassee McKinney Creek			
Parcel: 039-00-01-014 Acres: 427.64			
Name:	WORTHINGTON HYDE PARTNERS II	Land Value:	1363090
Site:		Improvement Value:	0
Sale:	\$350000 on 2012-03-05 Reason=9 Qual=U	Accessory Value:	0
Mail:	3930 E JONES BRIDGE RD STE 145 NORCROSS, GA 30092	Total Value:	1363090



Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll.
 Date printed: 06/20/19 : 13:22:06

McKinney Oconee Bell Preserve

193 acres



Devil's Fork
State Park

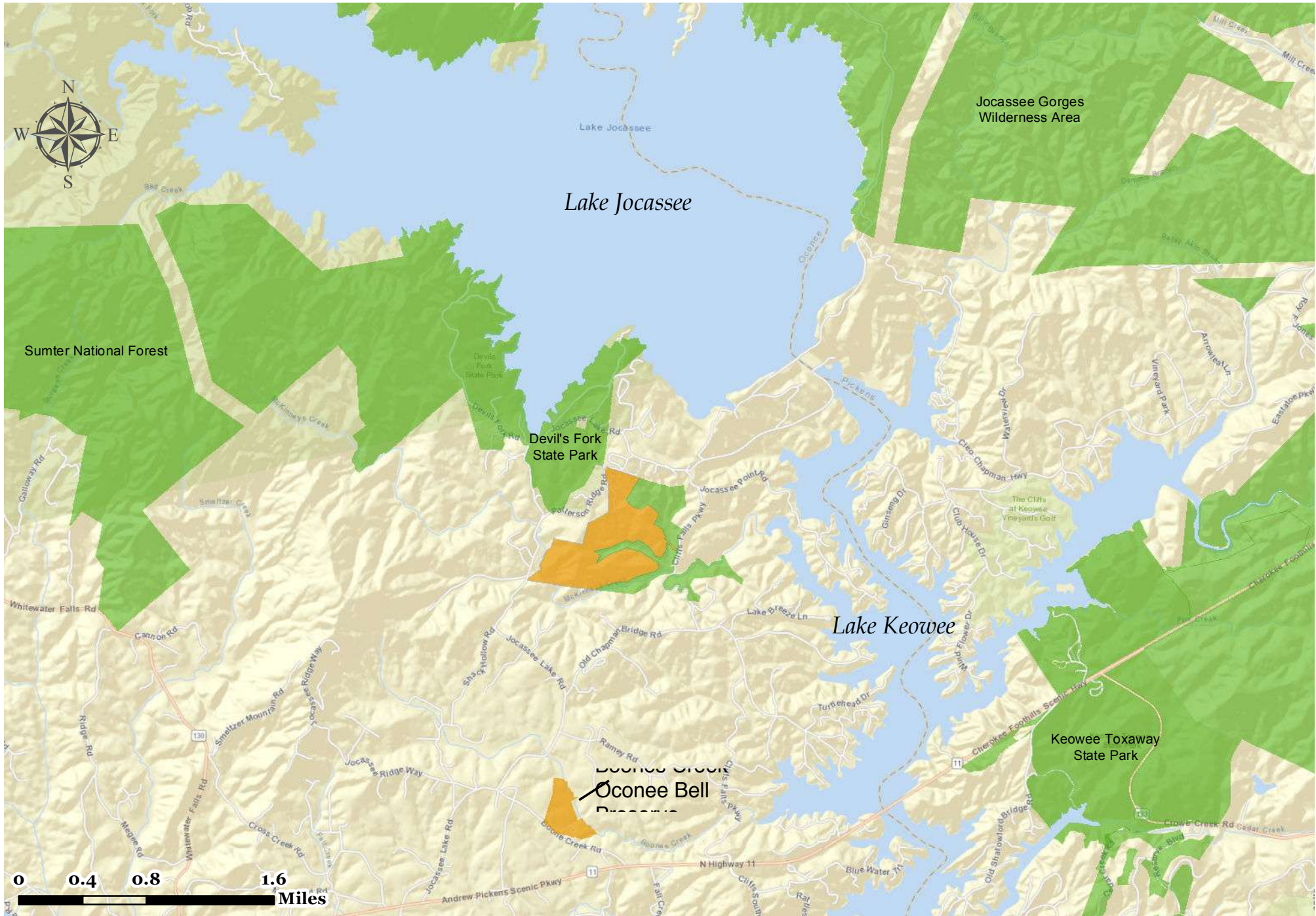
Lake Jocassee

Lake Keowee

0 0.125 0.25 0.5
Miles

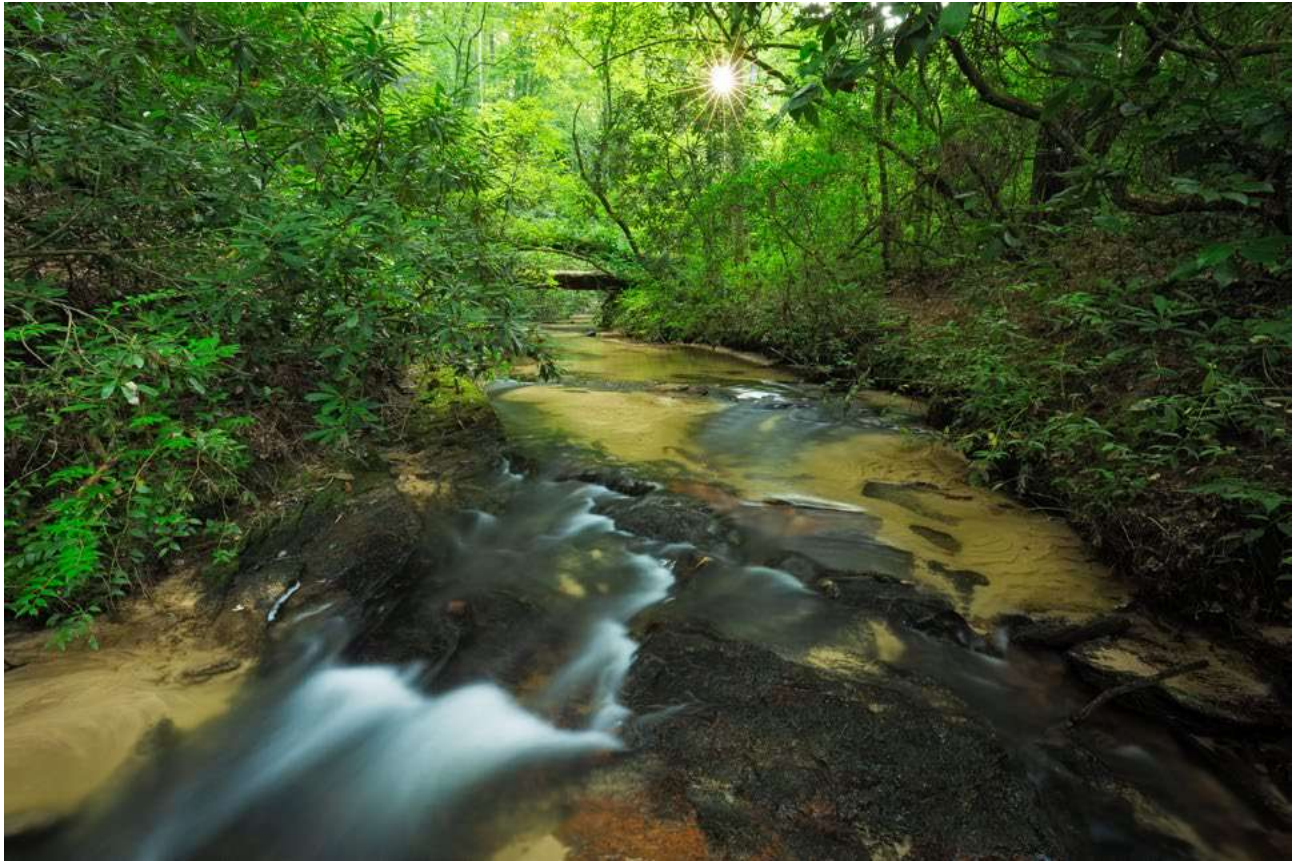
McKinney Oconee Bell Preserve

193 acres

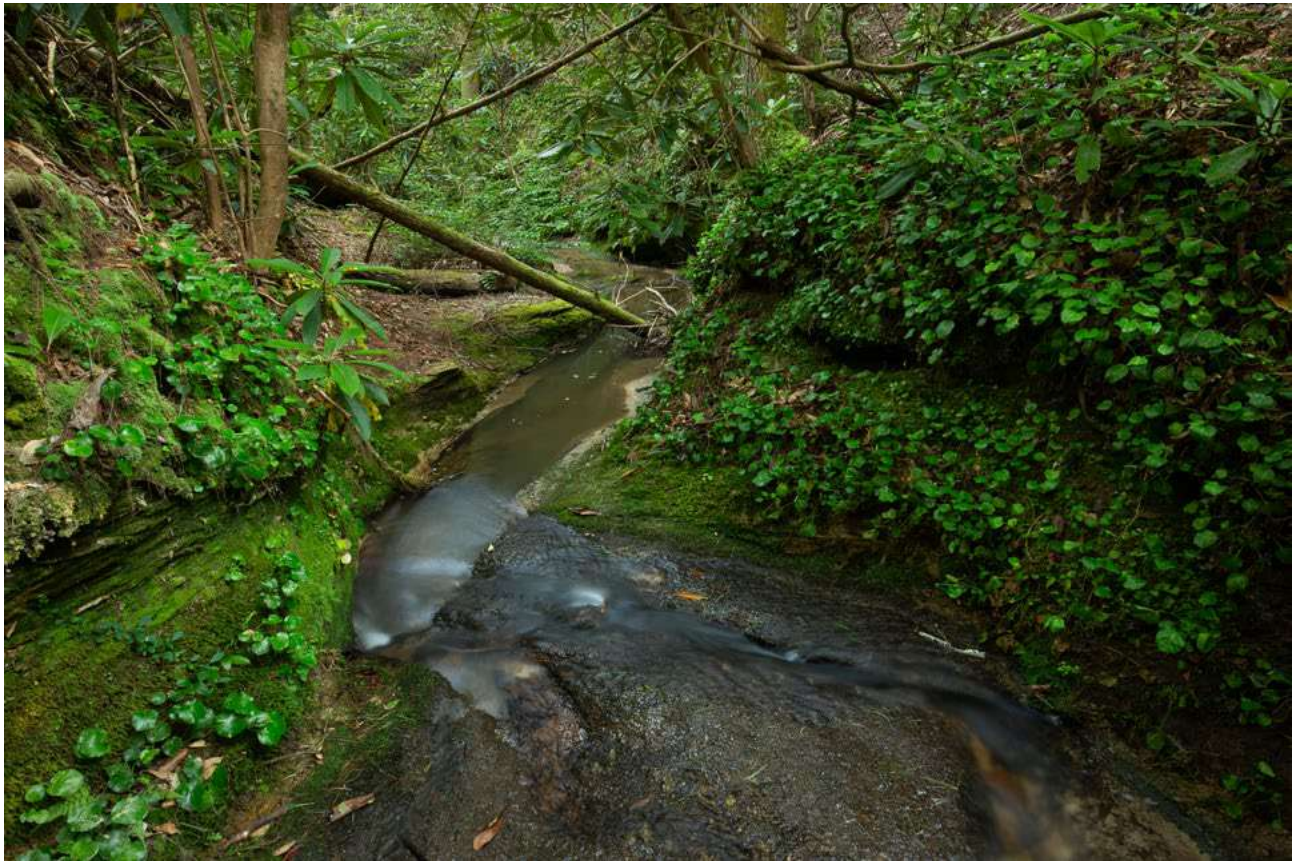


McKinney Creek Oconee Bell Preserve





McKinney Creek feeds into Lake Keowee, a drinking water supply for Greenville Water System.



Oconee Bells line a tributary of McKinney Creek.



McKinney Creek Oconee Bell Preserve as it looks out to Lake Jocassee.



Oconee Bells found on the property.

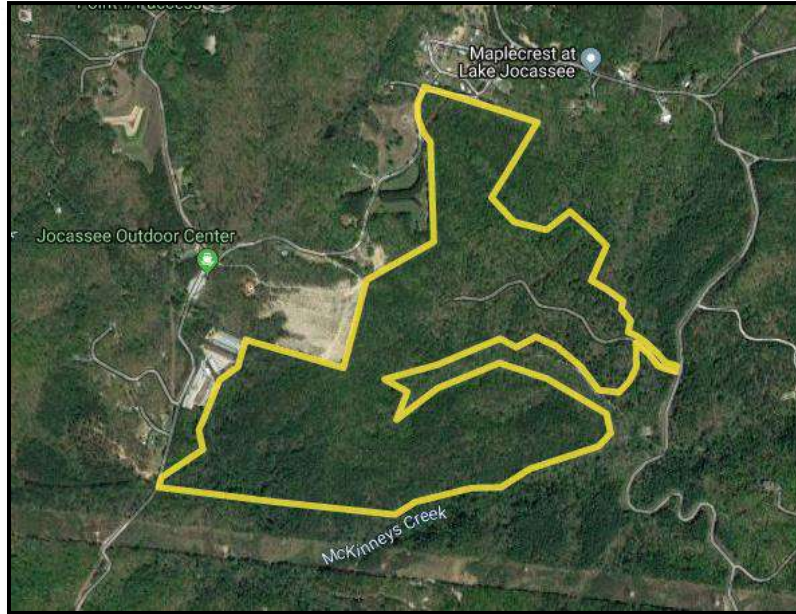


A paw print of a black bear found along the creek on the property.



McKinney Creek and shoals on the western end of the property.

Appraisal of
Vacant Land (+193 acres)
Cliffs Timber
Jocassee Lake Road
Oconee County, South Carolina



Appraisal Report

Prepared for
Mr. Mac Stone
Naturaland Trust
148 River Street, #110
Greenville, South Carolina 29601
and
Open Space Institute
and
South Carolina Conservation Bank

Date of Inspection/Valuation

July 10, 2019

Prepared by
Allen D. McCravy, MAI
Stone & Associates
1100A Rutherford Road
Greenville, South Carolina 29609



STONE & ASSOCIATES

1100A RUTHERFORD ROAD • GREENVILLE, SC 29609
TEL. (864) 232-3051 • FAX (864) 232-3053 • E-MAIL amccravy@stoneandassoc.com

July 25, 2019

Mr. Mac Stone
Naturaland Trust
148 River Street, #110
Greenville, South Carolina 29601

Subject: Vacant Land (\pm 193 acres)
Cliff's Timber – Lake Jocassee Road
Oconee County, South Carolina

Dear Mr. Stone:

In accordance with your request, I have personally inspected the above referenced tract and have prepared an appraisal report with applicable exhibits and addenda, which explain and demonstrate the process used in completing this assignment.

This is an appraisal report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents detailed discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

The subject tract contains a total of approximately 193.0 acres and is located on the eastern side of Lake Jocassee Road, and the western side of Jocassee Point Road, just south of Lake Jocassee. The tract is located north of the Town of Salem, within northern Oconee County, South Carolina. The subject tract is referenced as a portion of Oconee County Tax Parcel 039.00-01-014.

The purpose of this appraisal is to estimate the as is market value of the fee simple estate of the subject property. The date of value is the date of inspection, or July 10, 2019. As is market value, market value, and fee simple estate, are further defined and qualified in the following appraisal report.

Mr. Stone
July 25, 2019
Page Two

After analyzing the subject property and its market, and the various factors entering into the appraisal analysis, including the Assumptions and Limiting Conditions contained in the report, it is my opinion that the as is market value of the subject property, as of July 10, 2019 is:

Five Hundred Eighty Thousand Dollars
(\$580,000)

In this assignment, the existence of hazardous waste material, which may or may not be present on or in the property, was not observed by the appraiser. I have no knowledge of the existence of such materials on or near the property; however, I am not qualified to detect such substances. The presence of such material may have an effect on the value or use of the property. It is assumed that there are no hazardous materials spills, etcetera's resulting from underground storage tanks or other causes associated with the subject property. Full compliance with all environmental laws is assumed.

The client is urged to retain an expert in this field, if desired. I wish to clearly emphasize that the detection of any such hazardous materials are beyond the scope of this valuation analysis. Furthermore, it is assumed that the presence of any hazardous materials, gases or toxic substances that would cause a loss in value is assumed not to exist on the property. The appraiser does not report to be a qualified engineer trained to detect such substances and no responsibility is assumed by the appraiser relating to the presence of, or impact from, any detected substances.

The value estimate assumes no impact on value because of "Section 404 - Wetlands" as defined by the US Army Corp. of Engineers. The appraiser is not an expert in this field and urges the client to seek advice of an expert to determine any potential impact of wetlands on the above referenced property.

The appraisal analysis, opinions and conclusions were developed and this appraisal report has been prepared in conformance with (and the use of this report is subject to) all regulations issued under Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) 2018-2019 Edition as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

I certify that I have the experience and knowledge to competently complete an appraisal of this type, and have made other appraisals of similar properties in the past. I further certify that the subject property was inspected by Allen D. McCravy, MAI.

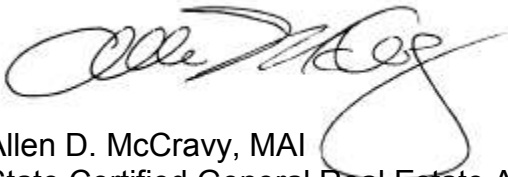
Mr. Stone
July 25, 2019
Page Three

This appraisal assignment was not conditional upon the production of a specified value, or a value within a given range. Future employment prospects are not dependent upon a specified value. Employment and the payment of the fee is not based on whether a loan application is approved or disapproved.

I appreciate the opportunity to be of service. If you have any questions, or require any additional information, please feel free to contact me anytime.

Respectfully submitted,

Stone & Associates

A handwritten signature in black ink, appearing to read "Allen D. McCravy". The signature is fluid and cursive, with a large loop at the end.

Allen D. McCravy, MAI
State Certified General Real Estate Appraiser
SC Certificate No. CG3617

AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO WHOM IT MAY CONCERN:

I, Mac Stone, Executive Director of Naturaland Trust being duly shown, do state as follows:

The landowners directly adjacent to the "McKinney Creek Oconee Bell Preserve" in Oconee County and parcels #039-00-01-014 have been notified of Naturaland Trust's South Carolina Conservation Bank grant request in accordance with Code Sec. 48-59-70.

A stylized handwritten signature in black ink, consisting of a large, sweeping 'M' followed by 'AC' and 'STONE' in a bold, blocky font.

Mac Stone, Executive Director

Internal Revenue Service

Department of the Treasury

District
Director

P. O. Box 632
Atlanta, Georgia 30301

Naturland Trust
44E Camperdown Way
Greenville, S. C. 29601

Person to Contact:
Geraldine Carroll

Telephone Number:
(404) 526-4516

Refer Reply to:
EP/EO 7201:21819

Date:

NOV 12 1976

RECEIVED

NOV 15 1976

W. B. F. & P.

Gentlemen:

We have evaluated your notification concerning foundation status and, based on the information you submitted, we have determined that you are ~~not a private foundation within the meaning of section 509(a) of the Internal Revenue Code~~ because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

You must keep us informed of any changes in your sources of support and method of operation so that we may consider the effect on your status.

Please keep this determination letter in your permanent records.

This determination letter modifies our letter of July 30, 1976 holding you exempt under section 501(c)(3) to the extent that it is inconsistent with this letter.

Sincerely yours,

J. T. Wilson
Exempt Organizations Specialist

To: The Oconee County Council
Fr: Andy Smith, Chair
Oconee County Conservation Bank Board
Dt: September 24, 2019

RE: RECOMMENDATION FOR FUNDING - \$58,000.00

Parcel Name: McKinney Creek Oconee Bell Preserve
Owner: Cliff Timber LLC
Size: 193 Acres
Location: Near Devils Fork State Park/Lakes Jocassee & Keowee
TMS#: Western Portion of 039-00-01-014
Eligible Recipient: The Naturaland Trust
Conservation Property Interest: Fee Simple Purchase
Conservation Value: \$580,000.00

On Tuesday September 17, 2019, the Oconee County Conservation Bank Board (the "Board") voted to recommend that the Oconee County Council award The Naturaland Trust a grant of \$58,000.00 in OCCB funds to go towards the fee simple purchase of the 193 acre McKinney Creek Oconee Bell Preserve.

The Preserve meets OCCB ordinance Section 2-403 criteria in that it: 1) contains: wetlands; a USGS Blue Line Stream (McKinney Creek); an endangered species, the Oconee Bell and habitat suitable for threatened and endangered species, such as green salamanders; native wildlife species, such as trout, black bear, and bobcat; concentrated biodiversity, particularly extensive stands of Oconee Bells; ravines, waterfalls, shoals, and granite boulders; 2) is in close proximity to Devils Fork State Park, Lake Jocassee, and Lake Keowee; and 3) can be seen from public roads and waters, provides scenic views, and will be managed to provide unlimited public access. As with much of Oconee County, the Preserve is threatened by development, in fact, The Naturaland Trust, negotiated a bridge loan from the Open Space Institute to purchase an option on the property to prevent its sale on the open market and allow the pursuit of conservation of the property.

The Naturaland Trust is seeking a grant of \$450,000 from the South Carolina Conservation Bank and intends to raise the outstanding funds for the fee simple purchase from the Native Plant Society, Keowee Toxaway Habitat Enhancement Program, and local, private donors.

If successful in raising the funds to buy the property, The Naturaland Trust will seek to have the Preserve included in the South Carolina Heritage Preserve program, with which the SCDNR has expressed interest. In the alternative, The Naturaland Trust is open to the inclusion of the property in the WMA program, or managing the property itself as a nature preserve for which The Naturaland Trust has extensive experience. The Naturaland Trust manages 5,800 acres of conservation lands in South Carolina.

Presently, the OCCB has \$608,128 in funds available for conserving land in Oconee County. The Board has adopted an amended budget, which limits its awards to 10% of the conservation value of a potential conservation property. An OCCB grant of \$58,000 is 10% of the conservation value of the property. According to the applicant, the conservation of this property could precipitate the conservation of the eastern half of the parcel of which it is a part. Protection of this property will help ensure the survival of the endangered Oconee Bell and protect water quality in Lake Keowee.



Oconee County Conservation Bank Evaluation Criteria Scoring

Oconee County, South Carolina

Parcel Name	McKinney Creek Oconee Bell Preserve
Owner	Cliffs Timber LLC
Acres	193
Location	South of Devil's Fork State Park between Patterson Ridge Rd and Jocassee Point Rd
Tax Map[s]	Western portion of 039-00-01-014

Section I – Conservation Criteria

Calculation of Conservation Criteria

	Score
Environmental Sensitivity	30
Sharing Boundary With Protected Land	5
Historic or Cultural Features	0
Prime or Important Soil Types	0
Actively Farmed	0
Public Visibility of Property	5
Scenic View	5
Public Access	10
Threat of Development	5
Size of Protected Property	5
TOTAL SECTION I – Max 100	65

Section II – Financial

Scoring of Financial Criteria

	None 0	Poor 2	Fair 3	Good 4	Excellent 5	Score
Funding Percentage Requested					✓	5
Matching or Other Monetary Contributions from Other Agencies or Groups					✓	5
Low Cost for Value Received					✓	5
Other Financial Benefit			✓			3
Other incentives					✓	5
TOTAL SECTION II – Max 25						23

Total OCCB Scoring Index (OSI): **88**

Comments:



Oconee County Conservation Bank Criteria Worksheet

Oconee County, South Carolina

CATEGORY	POINTS	REQUIRED EVIDENCE
Environmental Sensitivity <i>(Allow and add points for all that apply. Maximum Points = 35)</i>		
Wetlands	5	Certification by USACOE or NRCS
USGS Blue Line Streams & Lakes	5	USGS Topographic Map with Property Boundary
Adjacent to Water Classified as either (i) Outstanding Natural Resource Water (ii) Outstanding Resource Water or (iii) Trout Water, by South Carolina DHEC.	5	Proof of such classification by SC DHEC
Presence of or Habitat Suitable for Threatened/Endangered Species	5	Certification by SC DNR, NRCS, USFS or other qualified professional
Presence of or Habitat Suitable for Native Wildlife Species	5	Applicant must provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.)
Presence of special or concentrated Biodiversity	5	Applicant must provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.)
Unique Geologic/Natural Feature	5	Applicant must provide substantial evidence (e.g. Statement from a qualified agency or professional, description in publication, etc.)

Percentage of Property Sharing a Boundary with Protected Land <i>(Select one appropriate category, if any. Maximum Points = 10)</i>		"Protected Land" includes any land or byway substantially protected from development or designated as scenic or protected through any federal, state, or local act. Applicant may be required to provide evidence if requested by the Board of the OCCB.
1% - 25%	4	
26% - 50%	6	
> 50%	10	

Historic/Cultural Features*(Allow points for one category, if any.**Maximum Points = 5)*

National Historic Register Designation	5	NHR designation letter from the Department of the Interior.
National Historic Register Eligible	3	Letter of eligibility from the SC State Historic Preservation Office.
Historic/Prehistoric Structures	5	Points to be determined by OCCB board according to evidence submitted by applicant. Suggested evidence may include photographs, statements by professionals regarding integrity of structures, publications, etc.
Historic/Prehistoric Site or Location of a Historic Event	5	Points to be determined by OCCB board according to evidence submitted by applicant. Suggested evidence may include photographs, statements by professionals regarding integrity of structures, publications, etc.

Prime/Statewide Important Soil**Types***(Select the appropriate category, if any.**Maximum Points = 10)*

50 – 60%	4	Prime or Statewide Important Soils overlay on current aerial photograph. Show total acreage of P/SWI Soils. This proof applies to all percentage ranges in this category.
61 – 74%	8	
>75%	10	

Actively Farmed*(Either applies or does not. If yes,**Maximum Points = 5)*

5

Applicant must provide one of the following:

- (i) IRS Form Schedule F filed two previous tax years;
- (ii) IRS Form Schedule F filed seven of the last ten years; or
- (iii) Documentation of selling and/or growing agricultural products in Oconee County for the previous two years.

OCCB Board reserves the right NOT to award points, pending assessment of natural resource protection in conjunction with Oconee Soil & Water Conservation District.

Public Visibility of Property*(Allow points for only one category, if any.**Maximum Points = 5)*

Visible from Federal, State or County Road	5	Documentation describing precise location of point along a Federal, State or County Road where property is visible. Include a photograph taken from this point.
Visibility from Public Access Lands or Waterways	3	Documentation describing precise location of point along public access land or waterway where property is visible. Include a photograph taken from this point.

Scenic View from Property

(If applies, the OCCB Board may apply points ranging from 1-5 for the quality of the Scenic View and the public's ability to benefit from the Scenic View. Maximum Points = 5)

5

Points to be determined by OCCB Board according to evidence submitted by applicant. Suggested evidence may include photographs, publications, topographic map, description of mountains, rivers, or other features in the view.

Public Access*(Allow points for only one category, if any.**Maximum Points = 10)*

Limited	5	Points to be determined by OCCB Board according to evidence submitted by applicant. Suggested evidence may include formal agreements with agencies or groups authorized to use the property, description of use and extent of use (times/seasons when the property is accessible).
Unlimited	10	Same as above with additional evidence that public access is reasonably advertised or communicated to the public.

Threat of Development*(Select the highest one applicable category.**Maximum Points = 5)*

Property is within or adjacent to property of USFS, State Forest, State Park, County Park or Municipal Park.	5	Documentation describing location of property in relation to such Federal, State or County property.
Property is within one mile of an incorporated municipality.	1	Measurements will be taken on aerial photography with the shortest distance between the property boundary and the municipality boundary. This proof also applies to the following two measurements of distance from municipality.
Property is 2 – 5 miles of an incorporated municipality.	3	
Property is greater than 5 miles from an incorporated municipality.	2	

Size of Protected Property*(Select the applicable category, if any.**Maximum Points = 10)*

51 Acres – 250 Acres	5	
251 Acres – 500 Acres	8	
> 500 Acres	10	

TOTAL POINTS**Maximum = 100**

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-20**

AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, AND AN INTEREST IN THAT CERTAIN INFRASTRUCTURE FINANCE AGREEMENT DATED AS OF NOVEMBER 1, 2007, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT AND THE INFRASTRUCTURE FINANCE AGREEMENT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax ("FILOT") Simplification Act, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "FILOT Act") to consent to, or ratify, a transfer of an interest in an existing FILOT, or fee agreement; and

WHEREAS, Lift, LLC, a South Carolina Limited Liability Company (the "Assignor") and LIFT TECHNOLOGIES, Inc., a South Carolina Corporation (the "Assignee"), and the County are parties to that certain Fee In Lieu of Tax Agreement dated as of March 1, 2008 (the "Fee Agreement"); and

WHEREAS, the Assignor and the Assignee and the County are also parties to that certain Infrastructure Finance Agreement dated as of November 1, 2007 (the "IFA"); and

WHEREAS, on or about _____, 2019 pursuant to an Assignment and Assumption of Interest in Fee Agreement and Infrastructure Finance Agreement (the "Assignment"), attached hereto as Attachment A, the Assignor intends to assign to the Assignee all of its interests in the Fee Agreement and the IFA, and, in connection therewith, the Assignee will agree to assume all obligations of the Assignor under the Fee Agreement and the IFA, including without limitation Assignor's obligations to indemnify the County and certain other Indemnified Parties (as such term is defined in the Fee Agreement) pursuant to Section 7.04 thereof; and

WHEREAS, Assignor and Assignee seek the County's prior approval or subsequent ratification of the Assignment pursuant to the Fee Agreement and the IFA, and the provisions of Section 12-44-120(D) of the FILOT Act, and the County's co-execution and delivery of the Assignment, signifying such prior approval or subsequent ratification, and the County desires to give such prior approval or subsequent ratification, and to execute and deliver the Assignment.

NOW, THEREFORE, IT IS HEREBY ORDAINED, by the County, acting by and through its County Council, in meeting duly assembled, as follows:

Section 1. The County approves, ratifies and confirms its consent to the above-referenced Assignment from Assignor to Assignee and assumption by Assignee.

Section 2. The County hereby ratifies and approves of any action heretofore or hereafter taken by the County Administrator with respect to the approval of and consent to the Assignment from Assignor to Assignee.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Assignment, a copy of which is attached hereto as Attachment A, on behalf of the County; the Clerk to County Council is hereby authorized and directed to attest the same; and, the County Administrator is hereby authorized and directed to deliver the same to the other parties thereto. The Assignment is to be substantially in the form presented to County Council at the meeting in which this Ordinance is approved, or with such revisions thereto as are not materially adverse to the County and as are approved by the Chairman, upon advice of counsel, the Chairman's approval thereof being signified by the Chairman's execution of the Assignment containing such revisions.

Section 4. The Fee Agreement and the IFA are each hereby modified and amended in the following regards and particulars only: wherever the name Lift, LLC shall appear in the Fee Agreement and the IFA, following the enactment of this Ordinance and the complete execution and delivery of the Assignment by all parties thereto, such name shall be read and interpreted as meaning and being Lift Technologies, Inc., such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

Section 5. 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.

Section 6. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

Section 7. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee 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: August 20, 2019 [postponed]
September 3, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019
Public Hearing: October 1, 2019

ASSIGNMENT AND ASSUMPTION OF INTEREST IN FEE AGREEMENT AND INFRASTRUCTURE FINANCE AGREEMENT

This Assignment and Assumption of Interest in Fee Agreement and Infrastructure Finance Agreement ("Assignment") is made effective as of this ____ day of _____, 2019 (the "Effective Date") by and between LIFT, LLC, a South Carolina limited liability company (the "Assignor"), and LIFT TECHNOLOGIES, Inc., a South Carolina corporation (the "Assignee"), with Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina consenting to the Assignment, as a party to the Fee Agreement and the IFA (as defined herein).

RECITALS

Oconee County, South Carolina, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax ("FILOT") Simplification Act, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "FILOT Act") and other sections of South Carolina law to consent to, or ratify, a transfer of an interest in an existing FILOT, or fee agreement, and, pursuant to the same elements of law, to consent to, or ratify, a transfer of an interest in an existing agreement involving a special source revenue credit, or an infrastructure credit.

Lift, LLC, a South Carolina Limited Liability Company (the "Assignor") and LIFT TECHNOLOGIES, Inc., a South Carolina Corporation (the "Assignee"), and the County are parties to that certain Fee Agreement dated as of March 1, 2008 (the "Fee Agreement") and that certain Infrastructure Finance Agreement dated as of November 1, 2007 (the "IFA").

On or about _____, 2019 pursuant to this Assignment, the Assignor intends to, and does, assign to the Assignee all of its interests in the Fee Agreement and the IFA, and, in connection therewith, the Assignee will agree to, and does, assume all obligations of the Assignor under the Fee Agreement and the IFA, including without limitation Assignor's obligations to indemnify the County and certain other Indemnified Parties (as such term is defined in the Fee Agreement) pursuant to Section 7.04 thereof. Further, by execution of this Agreement, all Parties hereto agree that the Fee Agreement and the IFA are hereby amended in the following regards and particulars, only: wherever the name Lift LLC appears in the Fee Agreement and the IFA, following the enactment of the Ordinance approving this Agreement, and the complete execution and delivery of this Assignment by all parties hereto, such name shall be read and interpreted as meaning and being Lift Technologies, Inc., such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby incorporated herein, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Assignor and Assignee hereby agree, and County consents to or ratifies as follows:

1. Recitals. The recitals are incorporated herein as if fully stated within the body of the Agreement.

2. Transfer and Assignment and Amendment. For good and valuable consideration, the Assignor hereby assigns, transfers, sets over and conveys to the Assignee, respectively, from and after the date hereof, and the Assignee hereby accepts from and after the date hereof the right, title, interests and obligations of the Assignor, in and to, to the Fee Agreement and the IFA, and the Assignee hereby assumes all of the rights, title, interests and obligations of the Assignor under the Fee Agreement and the IFA arising from and after the Effective Date. Further, the Fee Agreement and the IFA are hereby amended, in the following regards and particulars only: wherever the name "Lift LLC" appears in the Fee Agreement and the IFA, following the enactment of the Ordinance approving this Agreement, and the complete execution and delivery of this Assignment by all parties hereto, such name shall be read and interpreted as meaning and being "Lift Technologies, Inc.", such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

3. Indemnification. Assignee agrees to indemnify and hold harmless Assignor, its successors and assigns (each, an "Indemnified Party") harmless from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses, including reasonable attorneys' fees and related costs (including those fees and costs of counsel employed by the Indemnified Parties) that may be incurred by or asserted or awarded against any Indemnified Party, arising out of any claim in any way related to the Fee Agreement and the IFA, provided that such claim does not arise exclusively from the acts or omissions of Assignor prior to the date of this Agreement.

4. County's Consent to the Assignment. By execution and delivery hereof, the County consents to, or ratifies, as the case may be, the assignment and assumption described herein and the amendment to the Fee Agreement and the IFA described herein.

5. Cooperation. Assignor and Assignee shall notify the South Carolina Department of Revenue of this Assignment to the extent required under the Fee Agreement or IFA or applicable laws, including, without limitation, the preparation and delivery to the South Carolina Department of Revenue an amended S.C. DOR Form PT-443 (FILOT Reporting Form). If requested by Assignee, Assignor shall provide Assignee with copies of all prior filings made by Assignor to the South Carolina Department of Revenue with respect to the Fee Agreement and shall execute any document reasonably requested by the South Carolina Department of Revenue allowing such department to release to Assignee copies of any prior filings made by Assignor to such department under the Fee Agreement. Assignor and Assignee shall cooperate with each other in connection with any 2019 or other filing(s) due under the Fee Agreement and the IFA by any Sponsors.

6. Governing Law. This instrument shall be governed by and construed in accordance with the internal laws of the State of South Carolina, without reference to the conflicts of laws or choice of law provisions thereof.

7. Binding Effect. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

9. Further Assurances. Assignor and Assignee shall take such further actions and enter into such further conveyances and documents as may reasonably be required in order to effect the provisions and intent of this Assignment.

Each Assignor and Assignee has caused this Assignment and Assumption of Interest in Fee Agreement to be executed as of the date first written above by him/herself, if he/she is an individual, or its duly authorized officer, if it is an entity.

ASSIGNOR:

LIFT, LLC,
a South Carolina limited liability company

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

LIFT TECHNOLOGIES, Inc.,
a South Carolina Corporation

By: _____
Print Name: _____
Title: _____

Oconee County, South Carolina, hereby consents to, or ratifies this Assignment and Assumption Agreement in accordance with the terms and provisions of the Act (as defined in the Fee Agreement) and the Fee Agreement and the IFA.

Julian Davis, III
Chairman, Oconee County Council

ATTEST:

Katie D. Smith
Oconee County Clerk to Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-21**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND ACI PLASTICS SOUTH, LLC, INCLUDING THE INCLUSION OF ACI PROPERTIES SOUTH, LLC, AND GREENCYCLE U.S. HOLDING, INC. AS CO-SPONSORS, AND AMENDING THE FEE AGREEMENT DATED AS OF OCTOBER 1, 2014; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to cause to be acquired properties (which such properties constitute "projects" as defined in the Act) and to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes (the "FILOT") through a FILOT agreement (the "Fee Agreement") pursuant to the Act through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to an Oconee County ordinance dated October 7, 2014, the County Council authorized the execution and delivery by the County of a Fee Agreement dated as of October 1, 2014 (the "ACI Fee Agreement") with ACI PLASTICS SOUTH, LLC ("ACI Plastics") for the purpose of supporting a portion of the cost through economic development incentives, of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of manufacturing and engineering thermo plastic compounds in the County and all activities related thereto (the "Project"); and

WHEREAS, ACI Plastics officially commenced the Project as of December 31, 2015, and ACI Plastics has as of December 31, 2018 invested not less than One Million Seven Hundred Thousand Dollars (\$1,700,000) in the Project pursuant to the ACI Fee Agreement; and

WHEREAS, ACI Plastics is desirous of amending the ACI Fee Agreement dated as of October 1, 2014, which amended ACI Fee Agreement will state that the required minimum level of

investment in the Project including the investment of Sponsors (hereinafter defined) will be not less than Ten Million Dollars (\$10,000,000) during the original Investment Period ending on December 31, 2020, and so as to include ACI Properties South, LLC, (“ACI Properties”) and GreenCycle US Holding, Inc. (“GreenCycle”), as Sponsors in the Project and the amended ACI Fee Agreement (jointly hereafter the “Sponsors”); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of an amended ACI Fee Agreement by and between the County and the Sponsors which includes (1) the continuation of the same fee payments, in terms of calculation of payments made to the County, required under the ACI Fee Agreement; (2) the continuation of the same fee in lieu of tax payments as under the ACI Fee Agreement only for the time required and allowed for payments under the ACI Fee Agreement, plus an extension of the Investment Period until December 31, 2025 (which will be defined to the amended ACI Fee Agreement as an “Amended Investment Period”; (3) the appropriate agreements and terms to otherwise continue the terms and provisions, including expectations of the parties, and limitations of the ACI Fee Agreement, without change except as specified herein, and (4) the inclusion of ACI Properties, and GreenCycle, as Sponsors in the amended ACI Fee Agreement. Provided, the amended ACI Fee Agreement shall revise the minimum investment requirement during the initial Investment Period to \$10,000,000 by December 31, 2020 as a condition, among other things, for extending the Investment Period to December 31, 2025; and

WHEREAS, it appears that the amended ACI Fee Agreement above referred to (the “Amended ACI Fee Agreement”), which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, in meeting duly assembled, as follows:

Section 1. It is the intention of the County Council and the Sponsors that the amendment of the ACI Fee Agreement shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and ACI Plastics to either party, provided, the Sponsors (to include ACI Properties and Greencycle) shall now be required (with the Amended ACI Fee Agreement) to have a minimum required investment level of \$10 Million in the Project by December 31, 2020 and subsequent to and contingent on such \$10,000,000 investment provide for an extended time for the Sponsors to invest in the Project until December 31, 2025.

Section 2. The terms of the Amended ACI Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended ACI Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended ACI Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended ACI Fee Agreement to be

delivered to the Sponsors. The Amended ACI Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amended ACI Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended ACI Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended ACI Fee Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ___ day of October 2019.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: August 20, 2019 [title only]
Second Reading: September 3, 2019 [postponed]
September 17, 2019 [postponed]
October 1, 2019

Public Hearing:
Third Reading:

2019-21

AMENDED FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

ACI PLASTICS SOUTH, LLC
a South Carolina limited liability company

ACI PROPERTIES SOUTH, LLC

and

GREENCYCLE US HOLDING, INC.

(jointly with the Company hereinafter the “Sponsors”)

Dated as of _____, 2019

(the original Fee Agreement between ACI Plastics South, LLC and Oconee County, South Carolina dated as of October 1, 2014)

The County and the Sponsors hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all other filings required by the Act and provides copies thereof to the County within thirty (30) days of filing them.

TABLE OF CONTENTS

	Page
Recitals.....	1
ARTICLE I DEFINITIONS.....	3
ARTICLE II REPRESENTATIONS AND WARRANTIES	
Section 2.1 Representations of the County.....	8
Section 2.2 Representations of the Sponsors.....	9
ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT	
Section 3.1 The Project.....	10
Section 3.2 Diligent Completion	11
ARTICLE IV PAYMENTS IN LIEU OF TAXES	
Section 4.1 Negotiated Payments	11
Section 4.2 Payments in Lieu of Taxes on Replacement Property	14
Section 4.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty	15
Section 4.4 Place and Allocation of Payments in Lieu of Taxes	16
Section 4.5 Removal of Equipment.....	16
Section 4.6 Damage or Destruction of Project	17
Section 4.7 Condemnation.....	17
Section 4.8 Maintenance of Existence.....	18
Section 4.9 Indemnification Covenants.....	18
Section 4.10 Confidentiality/Limitation on Access to Project.....	19
Section 4.11 Assignment and Subletting.....	20
Section 4.12 Events of Default	20
Section 4.13 Remedies on Default	21
Section 4.14 Remedies Not Exclusive	21
Section 4.15 Reimbursement of Legal Fees and Expenses.....	22
Section 4.16 No Waiver.....	22
Section 4.17 Failure to Make Required Minimum Investment.....	22
ARTICLE V MISCELLANEOUS	
Section 5.1 Notices	23
Section 5.2 Binding Effect.....	24
Section 5.3 Counterparts.....	24
Section 5.4 Governing Law	25
Section 5.5 Headings	25
Section 5.6 Amendments.....	25

Section 5.7	Further Assurance.....	25
Section 5.8	Severability	25
Section 5.9	Limited Obligation.....	25
Section 5.10	Force Majeure.....	26

AMENDED FEE AGREEMENT

THIS AMENDED FEE AGREEMENT (the "Amended Fee Agreement") is made and entered into as of _____, 2019, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and ACI PLASTICS SOUTH, LLC (the "Company"), a limited liability company duly organized and existing under the laws of the State of South Carolina, ACI PROPERTIES SOUTH, LLC, and GREENCYCLE US HOLDING, INC. (jointly with the Company hereinafter the "Sponsors"), and is an amendment and continuation of the Fee Agreement (hereinafter defined).

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no

pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to a Fee Agreement between the County and the Company dated as of October 1, 2014 (referred to herein as the "Fee Agreement") authorized by the "Fee Ordinance", adopted by the County Council on October 7, 2014, the Company entered into the Fee Agreement dated as of October 1, 2014 and agreed to acquire and equip by construction, lease-purchase, lease or otherwise a manufacturing facility (the "Facility") which manufactures and engineers thermo plastic compounds, which Facility is located in the County, which consisted of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures and which constituted the project (the "Initial Project"). The Initial Project in the Park (as defined in the Fee Agreement) in the County will constitute an investment of at least \$10,000,000 on or before December 31, 2020 and if the \$10,000,000 goal is met by December 31, 2020, the initial investment period shall be extended until December 31, 2025 for fee in lieu of tax expenditures otherwise subject to ad valorem taxes except for the fee granted in this Fee Agreement, and thus is in compliance with the Act and this Amended Fee Agreement.

Pursuant to an Amended Fee Ordinance (as defined herein) adopted on _____, 2019 to amend the Fee Agreement dated as of October 1, 2014 by and between the County, and the Company and, as an inducement to the Sponsors to further develop the Project and at the Sponsors' request, the County Council authorized the County to enter into this amended Fee Agreement (the

“Amended Fee Agreement”) with the Sponsors which amends the Fee Agreement to read as stated herein, and identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act and subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Amended Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof

"Amended Fee Agreement" shall mean this Amended Fee Agreement dated as of _____, 2019, which amends and replaces the Fee Agreement, except as otherwise noted herein or in the Fee Agreement.

“Amended Fee Ordinance” shall mean the Ordinance of the County Council adopted on _____, 2019 authorizing the Amended Fee Agreement dated as of _____, 2019.

"Authorized Sponsors Representative" shall mean any person designated from time to time to act on behalf of each or any of the Sponsors by its President or one of its vice presidents, its chief

executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsors, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsors Representatives to act for the Sponsors with respect to different sections of this Amended Fee Agreement.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

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

"Company" shall mean ACI Plastics South, LLC, a South Carolina limited liability company duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Amended

Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsors' removal of equipment pursuant to Section 4.6 of this Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Amended Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Amended Fee Agreement, and which are identified by the Sponsors in connection with the required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsors.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project pursuant to this Amended Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of this Amended Fee Agreement.

"Extended Investment Period" shall mean the investment period for the Project from January 1, 2021 until December 31, 2025, and shall be effective only if the Sponsors invest at least Ten Million Dollars (\$10,000,000) in the Project during the Initial Investment Period. Otherwise the Investment Period shall terminate on December 31, 2020.

"Facility" shall mean any such facility that the Sponsors may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by or on behalf of the Sponsors for the Project.

"Fee Agreement" shall mean the Fee Agreement dated as of October 1, 2014.

"Fee Ordinance" shall mean the ordinance adopted by the County Council on October 7, 2014.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Amended Fee Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Sponsors are obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Amended Fee Agreement.

"Initial Investment Period" shall mean the period commencing with the first day that economic development property is acquired pursuant to the Fee Agreement and continuing pursuant to this Amended Fee Agreement and ending on December 31, 2020.

"Investment Period" shall mean the period commencing with the first day that economic development property is acquired pursuant to the Fee Agreement and continuing pursuant to this Amended Fee Agreement and ending on December 31, 2025 (the Initial Investment Period plus the Extended Investment Period), unless the Sponsors do not invest at least Ten Million Dollars

(\$10,000,000) in eligible investments in the Project by December 31, 2020, in which case the Investment Period will end on December 31, 2020 (the Initial Investment Period).

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2055.

"Project" shall mean the Equipment, Improvements, and/or Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and includes the Initial Project. The Project involves an initial investment of sufficient sums to qualify under the Act.

"Real Property" shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Amended Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of the Fee Agreement and this Amended Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Sponsors shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Amended Fee Agreement:

(a) components or Phases of the Project or portions thereof which the Sponsors, in their sole

discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsors in their sole discretion, elect to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Amended Fee Agreement (subject, always, to the terms and provisions of Section 4.3, hereof).

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.3 for any item of Equipment or any Improvement which is scrapped or sold by the Sponsors and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Sponsors" shall mean the Company and ACI Properties South, LLC and GreenCycle US Holdings, Inc. in conformity with the terms of the Act, specifically as the Act was amended by Act 283 in 2003. Any reference to any agreement or document in this Article I or otherwise in this Amended Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Sponsors as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is

authorized and empowered to enter into the transactions contemplated by this Amended Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the amendment of the Fee Agreement, and the execution and delivery of this Amended Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Sponsors to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Sponsors. The Sponsors individually or jointly represent and warrant to the County as follows:

(a) The Sponsors represent and warrant that the Sponsors are each duly organized and in good standing under the laws of the State, and are each qualified to do business in the State, have power to enter into this Amended Fee Agreement, and by proper company action each has duly authorized the execution and delivery of this Amended Fee Agreement.

(b) The Sponsors represent and warrant that the execution and delivery of this Amended Fee Agreement by the Sponsors and their compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company or any of the Sponsors is now a party or by which it is bound.

(c) The Sponsors intend to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsors intend to operate the Project for the purpose of manufacturing and engineering of thermo plastics compounds for industry and commercial use and

other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsors may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsors to locate and expand the Facility in the State.

(e) Inasmuch as at present the Company has invested at least \$1,700,000 in the Project under the Fee Agreement, and the Sponsors will have invested not less than \$10,000,000 on or before December 31, 2020, the cost of the Project will exceed the minimum investment required by the Act.

(f) The Sponsors will continue to invest and will, within the Investment Period, invest in excess of Ten Million Dollars (\$10,000,000) by December 31, 2020 and, contingent on meeting that level of investment by December 31, 2020, the Investment Period is hereby extended to December 31, 2025 for fee in lieu of tax eligible investments, subject to the fee, in the Project (counting the investment already made in the Project under the Fee Agreement).

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Sponsors have acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project, and have already invested at least \$1,700,000 in the Project under the Fee Agreement which is being amended by this Amended Fee Agreement.

Pursuant to the Act, the Sponsors and the County hereby agree that the property properly comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Amended Fee Agreement if it does not complete the Project.

Section 3.2 Diligent Completion. The Sponsors agree to use their reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event to expend on the Project not less than \$10,000,000 on or prior to December 31, 2020 and, contingent on such investment being made by December 31, 2020, an extension of the Investment Period to December 31, 2025 is hereby granted by the County. If such \$10,000,000 investment is not completed by December 31, 2020, then such extension of the Investment Period will not go into effect on January 1, 2021, and will be null and void without any further action of the County. Anything contained in this Agreement to the contrary notwithstanding, the Sponsors shall not be obligated to complete the acquisition of the Project in the event that they pay all amounts due under the terms of this Amended Fee Agreement; and provided that the Company and the Sponsors may lose the benefit of this Amended Fee Agreement if they do not complete the Project.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Sponsors are required to make payments in lieu of ad valorem taxes to the County with respect to

the Project. Inasmuch as the Sponsors anticipate the Project will involve an investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A) (1) of the Act, and to meet the investment representation of Section 2.2(f), hereof, the County and the Sponsors have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsors shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Sponsors shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2020 or through December 31, 2025, if the Sponsors invest not less than \$10,000,000 in nonexempt (subject to the fee) investment in the Project by December 31, 2020. Said payments are to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and Sponsors for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Amended Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions

specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase is or becomes subject to the Amended Fee Agreement.

- Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect at the Project site, for all taxing entities, on June 30, 2014, which the parties hereto believe to be 215.0 mils, (which millage rate shall remain fixed for the term of this Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsors with the benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the

County. If due to such invalidity or unenforceability the Project is deemed to be subject to ad valorem taxation for any reason other than as provided in Section 4.2 hereof, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsors shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Sponsors if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsors, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsors to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Sponsors with respect to the Project pursuant to the terms hereof.

Section 4.2 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Sponsors with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making

such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Sponsors for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsors with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project subject to the provisions of the Act, shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market

value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2020, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$10,000,000, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments for the Project equal to the payments which would be due if the Project property were not Economic Development Property.

Section 4.4 Place and Allocation of Payments in Lieu of Taxes. The Sponsors shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.5 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Amended Fee Agreement, and subject, always, to Section 4.3, hereof, the Sponsors shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Amended Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which each of the Sponsors, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which each of the

Sponsors, in their sole discretion, elects to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) hereof.

Section 4.6 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsors shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsors do not elect to terminate this Agreement, the Sponsors may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsors, subject, always, to Section 4.3, hereof. Subject to the provisions of the Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsors to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Sponsors elect not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.7 Condemnation.

(a) Complete Taking. If at any time during the Amended Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the

judgment of the Sponsors, the Sponsors shall have the option to terminate this Amended Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Sponsors, subject, always, to Section 4.3, hereof, may elect: (i) to terminate this Amended Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsors; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.8 Maintenance of Existence. Each of the Sponsors agree (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that they will maintain their respective companies' existence and their good standing under all applicable provisions of State law. Provided, however, the Company or any of the Sponsors may merge with or be acquired by another company so long as the surviving company has a net asset value equal to or greater than that of the company that is a Sponsor herein.

Section 4.9 Indemnification Covenants. (a) The Sponsors agree jointly and severally to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement, except such claims as may arise from the failure of the representations made by the County pursuant to Sections 2.1(a) and 2.1(c). The Sponsors shall jointly and severally indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection

with any action or proceeding brought thereon, and upon notice from the County; the Sponsors shall jointly and severally defend them in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County. (b) The Sponsors further agree, jointly and severally, to pay all reasonable and necessary expenses incurred by the county with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys' fees and expenses.

Section 4.10 Confidentiality/Limitation on Access to Project; Records and Reports. The County acknowledges and understands that the Sponsors utilize confidential and proprietary "state of the art" manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsors' operations could result in substantial harm to the Sponsors and could thereby have a significant detrimental impact on the Sponsors' employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any

confidential or proprietary information of the Sponsors, if the Sponsors do provide such information to the County, the Sponsors will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any such properly marked and identified confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Sponsors may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.11 Assignment and Subletting. Subject to the prior written consent of the County (unless such consent is expressly not required under Section 12-44-120 of the Act or any amendment thereof) this Amended Fee Agreement may be assigned in whole or in part and the Project may be leased or subleased as a whole or in part by the Sponsors.

Section 4.12 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be "Events of Default" under this Amended Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsors to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsors shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsors to pay any other amounts to the County due hereunder or to perform any of the material terms, conditions, obligations or covenants of the Sponsors hereunder, other than those already noted in this Section 4.12 and which failure shall continue for a period of

ninety (90) days after written notice from the County to the Sponsors specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.13 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Amended Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsors under this Amended Fee Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 4.14 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Amended Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to

time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.15 Reimbursement of Legal Fees and Expenses. The Sponsors agree to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further, if the Sponsors shall default under any of the provisions of this Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Sponsors contained herein, the Sponsors will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.16 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.17 Failure to Make Required Minimum Investment. Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the Act) in the Project has not exceeded \$10,000,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2020, then, unless otherwise agreed to by the County, beginning with the payment due in 2021, the payment in lieu of ad

valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2021 using the calculations described in this Section, over, (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2021. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Amended Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: County Administrator

AS TO THE COMPANY: ACI Plastics South, LLC
2945 Davison Road
Flint, Michigan 48506
Attention: Controller

AS TO THE SPONSORS: 2945 Davison Road
Flint, Michigan 48506
Attention: Controller

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main St., Suite 200F
Greenville, SC 29601
Attention: J. Wesley Crum III, Esquire

Section 5.2 Binding Effect. This Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Amended Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Amended Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Amended Fee Agreement.

Section 5.6 Amendments. The provisions of this Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Sponsors, the County agrees to execute and deliver to the Sponsors such additional instruments as the Sponsors may reasonably request to effectuate the purposes of this Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Amended Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsors with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligations. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS AMENDED FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL

OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, the Sponsors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause beyond Sponsors' reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Amended Fee Agreement to be executed in its name and behalf by the Chairman of the County and to be attested by the Clerk to County Council; and the Company has caused this Amended Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III, Chairman of County Council Oconee
County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

ACI PLASTICS SOUTH, LLC

By: _____
Its:

ACI PROPERTIES SOUTH, LLC

By: _____
Its:

GREENCYCLE HOLDINGS US, INC.

By: _____
Its:

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2019-22

AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA TO FINANCE AND ACQUIRE CERTAIN FIRE TRUCKS AND RELATED EQUIPMENT IN AN AMOUNT NOT EXCEEDING \$2,300,000; TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO CARRY OUT THE FINANCING AND ACQUISITION; AND OTHER RELATED MATTERS.

Pursuant to the authority of the Constitution of the State of South Carolina ("State") and the general laws of the State, **BE IT ENACTED BY OCONEE COUNTY COUNCIL:**

Section 1. Findings and Determinations.

- (a) Oconee County ("County") is a body corporate and politic and political subdivision of the State and has the power to enter into agreements to finance and acquire equipment.
- (b) The County desires to acquire and finance certain fire trucks and related equipment in an amount not exceeding \$2,300,000 ("Equipment"), through means of borrowing money from a bank or other financial institution selected by the County Administrator ("Financing").
- (c) It is in the best interest of the County to acquire the Equipment by entering into the Financing, and the Financing will enable the County to acquire the Equipment, which is necessary for the County's proper operation.

Section 2. Approval of Acquisition and Financing; Delegation of Authority. The County shall acquire and finance the Equipment in accordance with a lease-purchase financing arrangement, or other similar means of financing, which is repayable by annual appropriations from operational millage, or other sources, or from general obligation indebtedness, as the County Administrator may determine.

If the Financing is accomplished through a traditional lease-purchase arrangement, the Financing will not constitute a "financing agreement," and the Equipment will not constitute an "asset" as these terms are defined in South Carolina Code Annotated section 11-27-110. Thus, the amount of the Financing will not be includable when calculating the County's constitutional debt limit, and the Financing will be subject to annual appropriation by the County. Should the Financing be accomplished through any alternative means, the County Administrator shall likewise endeavor to ensure the Financing does not count against the County's constitutional debt limit.

At the County Administrator's direction, in consultation with the County Attorney and the County's Bond Counsel, the County shall distribute a request for offers or provide for a similar notice to three or more banks and/or other financial institutions. Without further authorization, the County Council delegates to the County Administrator the authority to (a) determine the payment schedule under the Financing; (b) determine the date and time for receipt of offers; (c) award the Financing using a number of factors, including applicable interest rate, provided the net interest cost does not exceed 6.0% per annum; and (d) make reasonable changes to the quantity, cost, or description of the Equipment, a substantially final list of which is attached as Schedule I.

Section 3. Approval of Agreements. Without further authorization, the County Administrator is authorized to approve the form, terms, and provisions of the Financing. The County Administrator is authorized, empowered, and directed to execute, acknowledge, and deliver the various documents necessary to carry out the Equipment acquisition and Financing (“Transaction Documents”) in the name and on behalf of the County. The Transaction Documents are to be in the form as shall be approved by the County Administrator in consultation with the County Attorney and Bond Counsel, the execution thereof to constitute conclusive evidence of that approval.

Section 4. Execution of Documents. The County Council Chairman, the County Administrator, the County Attorney, and the Clerk to County Council are fully empowered and authorized to take further action and to execute and deliver all documents as may be reasonably necessary to effect the Financing and the delivery of the Transaction Documents and any related documents in accordance with their terms, and the contemplated transactions, and the action of these officers in executing and delivering any of these documents, in the form as the County Administrator shall approve, in consultation with the County Attorney and the County’s Bond Counsel, is fully authorized.

Section 5. Federal Tax Covenant. The County covenants that it will not take, or fail to take, any action which will cause interest components of the payments to be made under the Transaction Documents to become includable in the gross income of the successful Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (“IRC”), and regulations promulgated thereunder in effect on the date of original issuance of the Transaction Documents, and that the County will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the IRC, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Transaction Documents; and to that end the County shall:

- (a) comply with the applicable provisions of Section 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Financing is outstanding;
- (b) establish funds, make calculations, and pay amounts in the manner and at the times required to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make reports of information at the times and places required by the IRC.

If at the time the Financing is closed, the County does not reasonably anticipate issuing more than \$10,000,000 in tax-exempt obligations which are not “private activity bonds” during calendar year 2019, all within the meaning of Section 265(b) of the IRC, then the County intends to designate the Financing as a “qualified tax-exempt obligation” in accordance with Section 265(b)(3) of the IRC.

The County will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

Section 6. Bond Counsel. The County selects Kozlerek Law LLC to serve as its Bond Counsel related to this Financing and understands Bond Counsel’s role will be limited to those matters necessary to effect the Financing and issue a customary bond counsel opinion (including related to any tax consequences). Further, the County understands Bond Counsel does not provide financial advisory or municipal advisory services but offers legal advice and services of a traditional legal nature.

Section 7. Financial Advisor. The County serves as its own financial/municipal advisor related to the Financing.

Section 8. Severability. All orders, resolutions, and ordinances, including any parts thereof, in conflict

with this Ordinance are, to the extent of any such conflict, repealed.

Section 9. Effective Date. This Ordinance takes and remains in effect only after the County Council has approved it following three readings and a public hearing.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis III, Chairman
Oconee County Council

(SEAL)
ATTEST:

Katie Smith, Clerk to Council
Oconee County Council

READINGS:
First reading: September 17, 2019
Second reading: October 1, 2019
Public Hearing: October 15, 2019
Third reading: October 15, 2019

SCHEDULE I
DESCRIPTION OF EQUIPMENT

Five: Pierce Top Mount Pumper built on a Freightliner M2-106, 2-Door Cab and Chassis, Cummins L9 350 HP Diesel Engine, Allison EVS 3000 Automatic Transmission, Waterous CSU 1250 Pump, UPF 1000 Gallon Tank, Whelen LED Lighting or equivalent. Built in Accordance to NFPA. With related equipment. Approximate total cost: \$1,704,665 (\$1,749,983.75 after November 29, 2019).

One: Pierce Side Mount Pumper built on a Freightliner M2-106, 2-Door Cab and Chassis, Cummins L9 350 HP Diesel Engine, Allison EVS 3000 Automatic Transmission, Waterous CSU 1250 Pump, UPF 1000 Gallon Tank, Whelen LED Lighting or equivalent. Built in Accordance to NFPA. With related equipment. Approximate total cost: \$338,576 (\$347,569.04 after November 29, 2019).

September 5, 2019

Ms. Amanda Brock
Oconee County Administrator
415 S. Pine Street
Walhalla, SC 29691

Dear Ms. Brock:

Both the Fire Services and Rescue Squad Advisory Commissions have reviewed the Capital Equipment and Truck Replacement Schedule multiple times as it was refined over the past few months.

All Commissioners are in unanimous agreement that:

- The current schedule is as accurate as can reasonably be expected,
- The use of occasional leases and the creation of a dedicated account receiving smooth and relatively predictable annual funding will make the yearly budget process much easier and effective for everyone involved, and
- The predictability of annual funding along with the recently established use of “standard” truck configurations will enable us to continue pursuing improved pricing while also simplifying the purchasing process.

We very much appreciate the time you have invested with us to help Emergency Services improve our capital equipment budget and acquisition process.

Sincerely,

Bo Horne, Chairman FSAC, Commissioner (Region 2 - Stations 11, 14, 16)
Favion Skelton, Vice Chairman FSAC, Commissioner (Region 3 - Stations 3, 12, 17)
Steve Zahn, Chairman RSAC, Commissioner (Rescue Squads 7 and 8)
Tammy Wilbanks, Vice Chairman RSAC, Commissioner (Rescue Squads 2, 6)
Travis Collins, FSAC Commissioner (Region 1 - Stations 4, 9, 10, 24, HazMat)
Jamie Brock, FSAC Commissioner (Region 4 - Stations 1, 8, 13, 15)
Kevin Wilbanks, FSAC Commissioner (Region 5 - Stations 2, 5, 6, 7)
Ronnie Williams, FSAC Commissioner (Chiefs Association)
Mary Beth Honea, RSAC Commissioner (Rescue Squads 1, 3)
Michael Smith, RSAC Commissioner (Rescue Squads 4, 5)
George Daddis, RSAC Commissioner (Rescue Squad 22)

CC: Charlie King, Oconee County Fire Chief

Vers V6f3				Year		1	2	3	4	5	6	7	8	9	10	Totals	
7/16/19																	
9:24a				Fund Bal		1,300	1,042	705	1,107	389	754	1,606	1,592	6	-94	Cross	
				New Funds		0	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	15,141	
10 year plan				Other Funds		0	0	0	0	0	0	0	0	0	0	15,141	
				Used		593	1,837	1,098	2,218	1,135	648	1,514	3,086	1,600	1,412	15,141	
				Carry Fwd		707	705	1,107	389	754	1,606	1,592	6	-94	-6	Checks	
	Base	Model	Repl	K *1	FY												
FY / Truck	Cost	Year	Cycle	Miles	Year	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29	Total	
Each Blue area is a separate lease.						To smooth cash flow:				Green - Pulled in 1 yr.		Dark Blue - Pushed out 1 yr.					
Future replacement cycles for same truck						Yellow items need review											
E141	342	1997	20	36	19-20	83	54	54	54	54	54					aka E6	353
E2 (m-sub)	342	1997	20	22	19-20	83	54	54	54	54	54					aka S2/E22	353
E53 (m-sub)	342	1996	20	33	19-20	83	54	54	54	54	54					aka E5	353
E231	342	1992	20	19	19-20	83	54	54	54	54	54						353
E7 (BLFD)	342	1999	20	16	19-20	83	54	54	54	54	54						353
E11	342	1999	20	18	19-20	83	54	54	54	54	54						353
Brush24	50	1994	n/a	165	19-20	50	(one-time only)										50
Fire10	45	2007	45	266	19-20	45											45
E4	342	2000	20	13	20-21		342										342
E121	342	2000	20	18	20-21		342		aka E121								342
E13	342	2000	20	17	20-21		342										342
E24	342	2000	20	13	20-21		342		was E9								342
Serv8/R3b	100	2000	25	139	20-21		100	needs earlier replacement									100
Batt1	45	2014	6	133	20-21		45						45				90
E8	342	2001	20	19	21-22			342									342
E10	342	2001	20	19	21-22			342									342
Trn Off	45	2002	10	127	21-22			45									45
Sch Inst	45	2011	10	194	21-22			45									45
											Assumed same rates as 19-20 lease						
E1A	342	2002	20	19	22-23				83	54	54	54	54	54			353
E15	342	2002	20	12	22-23				83	54	54	54	54	54			353
E16	342	2002	20	21	22-23		aka E16b		83	54	54	54	54	54			353
E17	342	2002	20	32	22-23				83	54	54	54	54	54			353
E3a	342	2002	20	23	22-23		aka E33		83	54	54	54	54	54			353
E2a muni	342	2002	20	33	22-23				83	54	54	54	54	54			353
E51 muni	342	2002	20	34	22-23		aka E5a	342									342
E64 muni	342	2002	20	52	22-23		aka E6a	342									342
E7a muni	342	2002	20	31	22-23			342									342
Serv12	100	1997	25	26	22-23			100									100
Sq211-212	90	2017	5	-	22-23			90						90			180
Sq213-214	90	2018	5	-	22-23			90						90			180
EM1, EM3	90	2012	10	>100	22-23			90									90
E14	342	2003	20	22	23-24					342							342
Serv1	100	1998	25	20	23-24					100							100
Fire1	45	?	10	?	23-24					45							45
No Trucks	0	-	-	-	24-25						0						0
											Assumed same rates as 19-20 lease						
AirPacks	2,050	2010	15	-	25-26							500	322	322	322		1466
T10	250	2000	25	10	25-26							250					250
T14	250	2000	25	13	25-26							250					250
Serv46	100	2000	25	48	25-26		aka Serv 4					100					100
Dive71	45	2000	25	192	25-26							45					45
R22	45	2005	20	44	25-26							45					45

Vers V6f3 7/16/19 9:24a		Year				1	2	3	4	5	6	7	8	9	10	Totals
10 year plan		Fund Bal	1,300	1,042	705	1,107	389	754	1,606	1,592	6	-94	Cross			
		New Funds	0	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	15,141	
		Other Funds	0	0	0	0	0	0	0	0	0	0	0	0	15,141	
		Used	593	1,837	1,098	2,218	1,135	648	1,514	3,086	1,600	1,412	15,141			
		Carry Fwd	707	705	1,107	389	754	1,606	1,592	6	-94	-6	Checks			
FY / Truck	Base Cost	Model Year	Repl Cycle	K *1 Miles	FY Year	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29	Total
T1	250	2001	25	11	26-27								250			250
T2	250	2001	25	13	26-27								250			250
T4	250	2001	25	7	26-27								250			250
T8	250	2001	25	10	26-27								250			250
T11	250	2001	25	12	26-27								250			250
T12	250	2001	25	9	26-27								250			250
T15	250	2001	25	9	26-27								250			250
T16	250	2001	25	12	26-27								250			250
T24	250	2001	25	6	26-27								250			250
Serv9	100	2001	25	21	26-27								100			100
Res4E	45	2006	20	88	26-27								45			45
E11a	342	2007	20	11	27-28									342		342
E171	342	2007	20	39	27-28			aka E17a						342		342
R1	45	2007	20	68	27-28			aka R01/ER11						45		45
R54	45	2007	20	55	27-28			aka ER5d						45		45
P5	1,000	2003	25	15	28-29										1,000	1,000
R2a	45	2008	20	32	28-29			aka Res2a/ER2c/R2c							45	45
R3d	45	2008	20	62	28-29										45	45
											Tan Items					
Total Base Truck Cost	19-20 thru 28-29 (w/o interest)								Lease Interest	Addl Cycles	AirPackAdj				Cross Check	
	15,368								168	225	-620				15,141	

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 1, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Request Council approval for 1st year funding for Highway Safety Grant No. PT-2020-HS-32-20 for a Special Traffic Enforcement Unit [STEU] to include one [1] STEU Corporal in an amount not to exceed \$11,500 and authorize the County Administrator to accept and execute the corresponding STEU Grant Offer.

BACKGROUND DESCRIPTION:

- 1st year funding for a 1-Person Special Traffic Enforcement Unit (STEU) to include: (1) Road Cpls, (1) patrol SUV vehicle, officer equipment and a public awareness campaign to: reduce fatalities/collisions, reduce speeding, reduce DUIs/Impaired driving, and increase seat belt and helmet usage.
- Awarded \$130,399 from SCDPS OHSJP to begin on October 1, 2019
- Cash Match: None (100% grant funding) except for non-allowable costs below.
- Sheriff's Office contributing approximately \$11,500 [for items/costs not allowable under SCDPS funding criteria] and will need to be budgeted for in the Sheriff's Office FY 19-20 budget.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Chief Davis [Oconee County 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 for an additional 2 years.

Approved by : AVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

Approved by : MGC Grants


ATTACHMENTS

1. SCDPS OHSJ Grant Application No. PT-2020-HS-32-20
2. SCDPS OHSJ Award Letter
3. Letter from OCSO

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation to [1] approve 1st year funding for Highway Safety Grant No. PT-2020-HS-32-20 for a Special Traffic Enforcement Unit [STEU] to include one [1] STEU Corporal in an amount not to exceed \$11,500 and [2] authorize the County Administrator to accept and execute the corresponding STEU Grant Offer.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Amanda F. Brock, 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.



South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

September 17, 2019

Ms. Amanda Brock
Interim County Administrator
Oconee County
415 South Pine Street
Walhalla, South Carolina, 29691-2197

RE: Highway Safety Grant No. PT-2020-HS-32-20
Oconee County Sheriff's Office Traffic Safety/Speed Enforcement Unit

Dear Ms. Brock:

I am pleased to provide you with the original and one copy of a grant award approved by this office in the amount of \$130,399, with funding beginning October 1, 2019. In order to complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the original grant award with an original signature within 30 days. Please send the signed original to:

Mrs. Angel Majors, Administrative Assistant
Office of Highway Safety and Justice Programs
S. C. Department of Public Safety
P. O. Box 1993
Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report forms have been forwarded to the Project Director. The first report for this grant is due February 1, 2020, for the quarter ending December 31, 2019. Timely submission of progress reports will ensure the processing of eligible claims filed against this grant.

Congratulations on your project's selection for funding for FFY 2020. Our staff looks forward to working with you in our joint mission to reduce the incidence and severity of traffic crashes in our state. Please contact your assigned program coordinator if you have any questions regarding this award. Your assigned program coordinator will contact you via email in the near future to provide more information on the grant and the upcoming training scheduled.

Sincerely,

John Westerhold
OHSJP Director

Enclosures

c: Lieutenant Tommy Crompton
Grant File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Oconee County

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

Grant Period: 10/01/2019 - 9/30/2020 **Date of Award:** October 1, 2019

Amount of Award: \$130,399 **Grant No.:** PT-2020-HS-32-20

FAIN: 69A37520300004020SC0

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.600, and on the basis of the application for a grant award submitted to the Office of Highway Safety and Justice Programs, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.


This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety and Justice Programs, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety and Justice Programs in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SEA

Signature of Official Authorized to Sign
Amanda Brock



John Westerhold, Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS AND TERMS
AND CONDITIONS ATTACHED.



South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

FFY2020 Special Condition Requirement: This year the Office of Highway Safety and Justice Programs (OHSJP) has revised/clarified the Specific Objectives for Police Traffic Services Enforcement Projects. All projects will have uniform objectives that support the 2020 South Carolina Highway Safety Plan. We believe these changes will enhance our collective ability to duplicate best countermeasure strategies for improving traffic safety in the state of South Carolina.

The revised Specific Objectives will also be added to the electronic version of your grant application, which will be available in the State's grants management system, SCDPS Grants, on October 1, 2019.

SPECIFIC OBJECTIVE(S) for Police Traffic Services Enforcement Projects
1) The grant-funded officer (s) will participate in 12 checkpoints within his/her agency's jurisdiction during the grant year. Six checkpoints must occur within the first half of the grant year, and the remainder must be completed by the end of the grant year.
2) To have an appropriate, corresponding increase in citations for violations such as failure to yield right-of-way, following too closely, disregarding sign/signal, improper turn, and improper lane change by September 30, 2020, due to enhanced traffic enforcement efforts over the course of the grant period.
3) To have an appropriate, corresponding increase in speeding citations by September 30, 2020, due to enhanced enforcement efforts over the course of the grant period.
4) To have an appropriate, corresponding increase in citations for safety belt and child restraint violations by September 30, 2020, due to enhanced enforcement efforts over the course of the grant period.
5) To have an appropriate, corresponding increase in DUI arrests by September 30, 2020 due to enhanced traffic enforcement efforts over the course of the grant period.
6) To conduct a minimum of 12 traffic safety presentations on topics including, but not limited to, the dangers of speeding, the dangers of distracted driving, the dangers of driving while impaired, and the importance of using appropriate occupant restraint devices for area middle schools, high schools, colleges/universities, businesses, military installations, churches and civic groups by September 30, 2020.
7) To issue monthly press releases to the local media outlets or social media posts detailing the activities of the Traffic Unit.
8) The grant-funded officer (s) will participate actively in the local Law Enforcement Network. Active participation is defined as the following: <ul style="list-style-type: none">• submission of a signed Participation Statement for the 2020 Target Zero Challenge;• attendance at a minimum of 50% of the local LEN meetings; and• timely submission of required Target Zero Challenge reports, which are due by the 10th of the month for the previous month, and 10 days following the completion of the four (4) campaigns required for the Target Zero challenge (Christmas/New Year's and Labor Day <i>Sober or Slammer</i> campaigns, <i>Buckle Up, South Carolina</i>, and <i>Operation Southern Shield</i>).
9) To plan and conduct special enforcement and education activities in support of national and statewide highway safety initiatives, to include <i>Buckle Up, South Carolina (BUSC)</i> in May 2020 and National Child Passenger Safety Week in September 2020. The special enforcement and education activities in support of these national and statewide highway safety initiatives must be above and beyond what is expected as a participant in the local LEN.

10) The grant-funded officer(s) will participate in all aspects (**enforcement, education and media**) of the *Sober or Slammer* sustained DUI enforcement campaign to include at least one (1) specialized DUI enforcement activity (checkpoints and saturation patrols) per month and four (4) nights of specialized DUI enforcement activity during the Christmas/New Year s and Labor Day enforcement crackdowns.

11) To submit a Monthly Enforcement Data Report Form by the 10th of the month for the previous month.

12) The Law Enforcement Agency will report monthly to the SCDPS data required by law which is collected from non-arrest and non-citation traffic stops.

13) To meet with local judges and magistrates to inform them of the grant activities by the end of the first quarter of the grant.

14) To ensure that the grant-funded officer(s) assigned to the grant has the appropriate Office of Highway Safety and Justice Programs (OHSJP)-recommended certifications and training within 90 days of the start of the grant.

ACCEPTANCE FOR THE SUBGRANTEE

Project Director's Printed Name

Signature of the Project Director

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS AND TERMS AND CONDITIONS ATTACHED.

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.

Version: 0.1

Application Deadline: 2019-02-01

Application #: AH20009

Grant #: PT-2020-HS-32-20

Award Date: 2019-10-01

State Start Date: 2019-10-01

State End Date: 2020-09-30

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		
PT Regular Project Activity Hours (1,560-2,496 hours)	39500	100	\$39,500	\$39,500
TOTAL SALARIES:			\$39,500	\$39,500

PERSONNEL - FRINGE BENEFITS, EMPLOYER PORTION:

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

Description	Rate	X Base		
Social Security & Medicare (FICA)	0.0765	39500	\$3,022	\$3,022
Retirement	0.1724	39500	\$6,810	\$6,810
Workers Compensation Insurance	0.026778	39500	\$1,058	\$1,058
Unemployment Insurance				
Health Insurance	9139	1	\$9,139	\$9,139
Dental				
Pre-Retirement Death Benefit				
Accident Death Benefit (Police Officers)				
Other (List applicable other fringes in budget narrative)				
TOTAL FRINGE BENEFITS:			\$20,029	\$20,029
TOTAL PERSONNEL:			\$59,529	\$59,529

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		
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Mileage/Travel @ up to current IRS Rate and within state/gsa guidelines	13100	1	\$13,100	\$13,100
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OUT-OF-STATE TRAVEL:

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

Description	Cost	Quantity		
Mileage/Travel @ up to current IRS rate and within state/gsa guidelines	1850	1	\$1,850	\$1,850
			TOTAL TRAVEL:	\$14,950
				\$14,950

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	1	\$6,334	\$6,334
Laptop (Up to \$3,000)	1440	1	\$1,440	\$1,440
Lightbar	1800	1	\$1,800	\$1,800
Mobile radio and accessories	1105	1	\$1,105	\$1,105
Police vehicle with factory accessories	34558	1	\$34,558	\$34,558
Portable radio and accessories	990	1	\$990	\$990
Radar and accessories	2368	1	\$2,368	\$2,368
Other Transportation cage	1000	1	\$1,000	\$1,000
Lidar and accessories	1592	1	\$1,592	\$1,592
			TOTAL EQUIPMENT:	\$51,187
				\$51,187

OTHER (items < \$1000):

Description	Cost	Quantity		
Decals (OHSJP Required)	450	1	\$450	\$450
Educational materials (OHSJP Approved)	200	1	\$200	\$200
Fire Extinguisher	52	1	\$52	\$52

Flashlight	200	1	\$200	\$200
Laptop accessories	48	1	\$48	\$48
Laptop mount/docking station	200	1	\$200	\$200
Office supplies	400	1	\$400	\$400
Power control center	254	1	\$254	\$254
Registration fees (For OHSJP approved trainings)	213	1	\$213	\$213
Siren mounting kit	39	1	\$39	\$39
Siren/siren speaker/siren control	389	1	\$389	\$389
Traffic safety vest	40	1	\$40	\$40
Vehicle console	166	1	\$166	\$166
Other In-car Printer Kit/Package	328	1	\$328	\$328
Other Spotlight Driver's side	475	1	\$475	\$475
Other Flasher System	479	1	\$479	\$479
Other Lighting Package	800	1	\$800	\$800
			TOTAL OTHER:	\$4,733
			TOTAL PROJECT COST:	\$130,399

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.

PT Project Activity Hours within the range of 1,560-2,496 regular hours per year and allowable fringe benefits, to be adjusted proportionally to activity hours worked, including Annual/Sick/Holiday hours earned while performing regular project activity hours

Personnel Benefits, adjusted proportionally to project hours worked:

SS, retirement and Worker's Comp, Health includes: medical, dental, eye, and accident death benefit.

Approved Trainings:

DataMaster DMT

SFST

Speed Measurement Device Operator

Traffic Collision Investigation -At Scene – Phase I

Traffic Collision Investigation -Technical – Phase II

Traffic Collision Investigation -Reconstruction – Phase III

In-State Travel:

-Mileage reimbursement (up to current IRS mileage rate) for travel associated with project activities, including the aforementioned approved trainings. Travel costs: parking, tolls, mileage, per diem based on SC State rates, lodging is based on GSA rates for travel to aforementioned approved trainings.

Out-of-State Travel:

-Mileage reimbursement (up to current IRS mileage rate) for travel associated with project activities, including the aforementioned approved trainings. Travel costs: parking, tolls, mileage, per diem based on SC State rates, lodging is based on GSA rates for travel to aforementioned approved trainings.

Equipment:

*All equipment to be used during and to support project activity hours

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..

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.

Light bar this is the light bar/s for a standard equipped road deputy/STEU vehicle 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.

Police vehicle with OHSJP approved factory accessories.

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.

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.

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:

Decals (OHSJP required) showing grant funded and "Target Zero" decals and including Sheriff's Office standard agency "road" stripes/decals

Educational materials - all education materials which will be distributed in the STEU grant will need to receive OHSJP prior approval. This could be flyers, brochures, pledge cards, posters. The STEU grant will seek out FREE educational materials through various agencies/organizations that are supporting/targeting DUI/Impaired driving, speeding, and seatbelt 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 the STEU vehicle.

Laptop accessories including 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 : Thermal paper

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 to attend aforementioned trainings. All travel and costs will have prior OHSJP approval and be listed in the grant budget

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.

Traffic safety vest - reflective safety vests for officer safety during project activities

Vehicle console

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 Headlamp, taillamp for the STEU vehicle under state contract.

Other- outside mounted Spotlight Driver's Side for the STEU vehicle under state contact.

Other- Lighting Package this is an entire lighting package setup for the STEU vehicle as standard Sheriff's Office equipped lights for driver awareness and officer safety.

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.

1) The officer assigned to the grant will participate in 12 checkpoints within his/her agency's jurisdiction during the grant year. Six checkpoints must occur within the first half of the grant year, and the remainder must be completed by the end of the grant year.

2) To have an appropriate, corresponding increase in citations for violations such as failure to yield right-of-way, following too closely, disregarding sign/signal, improper turn, and improper lane change by September 30, 2020, due to enhanced traffic enforcement efforts over the course of the grant period.

3) To have an appropriate, corresponding increase in speeding citations by September 30, 2020, due to enhanced enforcement efforts over the course of the grant period.

4) To have an appropriate, corresponding increase in citations for safety belt and child restraint violations by September 30, 2020, due to enhanced enforcement efforts over the course of the grant period.

5) To have an appropriate, corresponding increase in DUI arrests by September 30, 2020 due to enhanced traffic enforcement efforts over the course of the grant period.

6) To conduct a minimum of 12 traffic safety presentations on topics including, but not limited to, the dangers of speeding, the dangers of distracted driving, the dangers of driving while impaired, and the importance of using appropriate occupant restraint devices for area middle schools, high schools, colleges/universities, businesses, military installations, churches and civic groups by September 30, 2020.

7) To issue monthly press releases to the local media outlets or social media posts detailing the activities of the Traffic Unit.

8) The officer assigned to the grant will participate actively in the local Law Enforcement Network. Active participation is defined as the following: submission of a signed Participation Statement for the 2020 Target Zero Challenge; attendance at a minimum of 50% of the local LEN meetings; and timely submission of required Target Zero Challenge reports, which are due by the 10th of the month for the previous month, and 10 days following the completion of the four (4) campaigns required for the Target Zero challenge (Christmas/New Year's and Labor Day Sober or Slammer campaigns, Buckle Up, South Carolina, and Operation Southern Shield).

9) To plan and conduct special enforcement and education activities in support of national and statewide highway safety initiatives, to include Buckle Up, South Carolina (BUSC) in May 2020 and National Child Passenger Safety Week in September 2020. The special enforcement and education activities in support of these national and statewide highway safety initiatives must be above and beyond what is expected as a participant in the local LEN.

10) The grant-funded officer(s) will participate in all aspects (enforcement, education and media) of the Sober or Slammer sustained DUI enforcement campaign to include at least one (1) specialized DUI enforcement activity (checkpoints and saturation patrols) per month and four (4) nights of specialized DUI enforcement activity during the Christmas/New Year's and Labor Day enforcement crackdowns.

- 11) To submit a Monthly Enforcement Data Report Form by the 10th of the month for the previous month.
- 12) The Law Enforcement Agency will report monthly to the SCDPS data required by law which is collected from non-arrest and non-citation traffic stops.
- 13) To meet with local judges and magistrates to inform them of the grant activities by the end of the first quarter of the grant.
- 14) To ensure that the grant-funded officer(s) assigned to the grant has the appropriate Office of Highway Safety and Justice Programs (OHSJP)-recommended certifications and training within 90 days of the start of the grant.

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

- 1) The grant-funded officer (s) shall participate in a minimum of 12 public safety checkpoints by September 30, 2020. At least six of these checkpoints should be participated in during the first half of the grant year, and the remainder must be participated in by the end of the grant year. Statistics of the team's performance should be maintained in the grant file.
- 2) The subgrantee shall maintain statistics on citations for the grant-funded officer(s) for violations such as failure to yield right-of-way, following too closely, disregarding sign/signal, improper turn, and improper lane change over the course of the grant period.
- 3) The traffic team shall maintain statistics on speeding citations over the course of the grant period by the grant-funded officer(s) as well as other traffic enforcement officers within the department.
- 4) The traffic team shall maintain statistics on citations for safety belt and child restraint violations over the course of the grant period.
- 5) The traffic team shall maintain statistics on DUI arrests over the course of the grant period.
- 6) The grant-funded officer (s) shall conduct 12 traffic safety presentations to area schools, businesses, military installations, and faith-based or civic organizations by September 30, 2020. The results of each meeting shall be maintained on file.
- 7) The subgrantee shall issue monthly press releases and/or social media posts to the local media outlets detailing the activities of the Traffic Unit. Copies of the press releases shall be maintained in grant files.
- 8) The grant-funded officer (s) will attend monthly Law Enforcement Network meetings and participate in LEN-sponsored events.
- 9) The subgrantee shall plan and conduct special enforcement and education activities in support of national and statewide highway safety initiatives, to include BUSC (May) and National Child Passenger Safety Week (September). Results of each special enforcement effort shall be documented and statistics shall be maintained on file.
- 10) The subgrantee shall plan and conduct special enforcement, media, and education activities in support of Sober or Slammer. Results of each special enforcement effort shall be documented and statistics shall be maintained on file.
- 11) Copies of the Monthly Enforcement Data Report Form with supporting documentation will be maintained in the grant files.
- 12) The OHSJP will review the SCDPS bias-based database to determine if the agency is reporting data on nonarrest and non-citation traffic stops relative to gender, race and age of individuals stopped.
- 13) A meeting with the judges and magistrates will be held prior to the end of the first quarter of the grant period. Documentation to substantiate the meeting shall be maintained in the grant files.
- 14) If applicable, the grant-funded officer(s) will participate in the appropriate OHSJP-recommended trainings and receive the appropriate OHSJP-recommended certifications within 90 days of the start of the grant period.

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.

The following Implementation Plan provides a description of the project, the tasks to be undertaken, and how each task will be accomplished. This Implementation Plan identifies tasks that will be utilized to complete the project objectives.

Traffic Enforcement Activities

The grant-funded officer(s) will expend 100% of his or her time in the enforcement of traffic laws in Oconee County. This will be accomplished through: evaluation and identification of high collision areas, patrolling roadways with heavy traffic flow, issuing citations for traffic violations, and implementing traffic safety checkpoints and saturation efforts throughout Oconee County. Enforcement activities will be documented throughout the grant period.

Special Enforcement Activities

The grant-funded officer(s) will actively participate in special traffic enforcement efforts, to include serving as active members of the LEN, participating in the countywide implementation of traffic safety checkpoints and saturation efforts, working with other LEN members in multi-jurisdictional traffic enforcement activity and concentrating enforcement activities where collisions and/or specific types of violations are occurring. Special Enforcement activity will be conducted during the entire grant period.

The grant-funded officer(s) will conduct specialized saturation patrols and checkpoints in support of the Target Zero Challenge of the SC Department of Public Safety based on the schedule outlined by the Office of Highway Safety and Justice Programs. This

will include additional nights of enforcement activity during two DUI mobilization crackdowns, Sober or Slammer!, during the Christmas/New Year's holidays of 2019-2020 and during the days leading up to and including the Labor Day holiday of 2020, as well as education and media activities in support of these mobilizations. The grant-funded officer(s) will also fully participate in enforcement, education and media activities associated with the state's occupant protection enforcement crackdown, Buckle Up, South Carolina, leading up to and including Memorial Day 2020. Other national campaign emphases, including National Child Passenger Safety Week in September 2020 and Operation Southern Shield enforcement events in the summer of 2020, will be observed.

Routine officer work schedules will vary in an attempt to address all of the traffic safety problems being experienced in the county. At least one week out of each month, the Traffic Unit will work nights, including weekend nights, to concentrate its efforts on impaired driving enforcement.

Preventive and Awareness Educational Outreach

The grant-funded officer(s) will conduct educational presentations on traffic safety issues for schools, businesses, and faith-based or civic organizations within Oconee County. The presentations will include a thorough explanation of the traffic problems being experienced in the county and the countermeasures being implemented by the Oconee County Sheriff's Office's Traffic Unit. The Project Director will work with the Traffic Unit to schedule the presentations in advance. Special attention will be given to schools and churches during prom and graduation seasons.

Media for Public Education

The Public Information Officer (PIO) of the Oconee County Sheriff's Office, in coordination with the Project Director and Sheriff, will send out monthly press releases to announce the grant award initially and to keep the public informed of the activity of the grant funded officer(s) as well as social media posts. The PIO will also develop and implement public awareness/education campaigns to reach out to all citizens of Oconee County with traffic safety messaging and to alert all citizens of the work of the Traffic Unit. These campaign efforts will utilize Oconee County's existing communication tools (i.e. utility bill inserts, government cable channel, website, social media sites, and local media outlets). Special enforcement operations will be announced in advance, and the results of these operations will be provided to the media. Media notification will continue throughout the entire grant period. The Oconee County Sheriff's Office's Traffic Unit will also support any OHSJP media initiatives associated with major statewide enforcement campaigns.

Local Judge Coordination

The grant-funded officer(s) will work with local judges and magistrates by the end of the first quarter of the grant period to inform them of the goals and objectives of the grant and to seek their support in impacting the traffic problems being experienced in Oconee County. Judges and magistrates will be notified to expect an increase in the number of defendants coming through the system with traffic-related violations. Documentation to substantiate this meeting and other communications will be maintained in grant files.

Reporting Activity

Monthly Enforcement Data Report Forms and all supporting documentation will be submitted each month for the grant funded activity. Additionally, the grant-funded officers will maintain daily logs of contacts made during the course of patrolling for review by the OHSJP when necessary. The Project Director will submit Quarterly Progress reports, a Final Narrative Report for the project and Requests for Payment according to schedule. The Oconee County Sheriff's Office will report monthly to the SCDPS data required by law which is collected from non-arrest and non-citation traffic stops, to include gender, race and age of individuals stopped.

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	2	3	4	1	2	3	4	
		Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	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

- 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.fsrs.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 IDCR 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(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^o no^c

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^o no^c

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^o no^c

* **NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL 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 APPROVAL.

Special Conditions

Subgrantee: Oconee County

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

Grant Number: PT-2020-HS-32-20

Award Date: 10/01/19

1. Please be advised that your agency is receiving updated Grant Terms and Conditions, based on the Fixing America's Surface Transportation (FAST) Act and the federal Omnibus Super Circular. The enactment of these updates reflects federal requirements but should not change the scope, activity, or reimbursement schedules for your grant project(s). The officials (Project Director, Chief Financial Officer, and Official Authorized to Sign) who signed the original grant application(s) for your project(s) are required to read and agree to the provisions outlined in the updated Grant Terms and Conditions. The acceptance of the Grant Award signifies the agreement of the provisions outlined in the updated Grant Terms and Conditions that are provided by the OHSJP.
2. This grant award is contingent upon approval and availability of funds from the federal funding agency.
3. Comply with 2 CFR Part 200 Subpart F, Audit Requirement. Expending \$750,000 or more in federal funds annually requires an audit. Indicate the acceptance of these requirements by returning a completed copy of the Acceptance of Audit Requirement on page 6 of the grant application.
4. All persons performing project activity hours under this grant must be identified by name and date assigned on agency letterhead. The rate at which the identified individual(s) earns/accrues leave should also be provided on agency letterhead. Leave hours are only eligible for reimbursement if the hours have been earned/accrued during the hours spent performing activity under the grant. Any changes in persons performing project activity hours, reassignments or terminations must be reported by the subgrantee agency in writing.
5. Submit pages 26 and 27 of the grant application with the appropriate original signature of the Project Director, Financial Officer and the Official Authorized to Sign.
6. Submit a copy of your agency's travel regulations; your agency's seatbelt use policy; and your agency's leave policy by the date of the scheduled Pre-Work Conference and updates when they occur.
7. Subrecipients using Highway Safety Funds are required to send the Project Director and the individual who will be completing Request for Payment forms and financial transactions to attend and fully participate in the Project Management Course. The date and time will be sent via email to the Project Director listed on the initial application.
8. The deadline for final grant revisions is June 30, 2020.
9. Oconee County will comply, relative to this grant project, 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 domestic purchases 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. Products manufactured or assembled in the United States do not require a waiver.

10. All recipients (other than individuals) of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any awards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the most highly compensated executives of the recipients. The Agency must complete and submit a DUNS number on the required form by the date of the Project Management workshop. No reimbursements can be made until this information is on file with the Office of Highway Safety and Justice Programs.
11. All purchases must be approved by the OHSJP prior to purchase.
12. The OHSJP recommends procurement of approved and budgeted equipment items through State Purchasing (General Services) under a state contract, if available.
13. The following revisions have been made to your approved grant:
 - a. All Specific Objectives have been revised/clarified by the OHSJP in an effort to ensure that all projects have uniform objectives that support the 2020 SC Highway Safety Plan. Please review the "Specific Objective Addendum" included in your grant award packet. After reviewing the addendum, please provide your signature to acknowledge and accept the revisions made to your submitted Highway Safety grant application.
 - b. Year of Funding was changed to 1.
 - c. The Project Narrative section has been revised/clarified by the OHSJP in an effort to ensure that all project descriptions support the 2020 SC Highway Safety Plan.
14. Please make the following revisions to your approved grant and submit to the OHSJP:
 - a. Problem Statement – grammar errors need to be corrected.
 - b. Program Goals need to be measurable.
 - c. Program Goals – references to helmet use need to reflect NHTSA guidelines.
15. Some programmatic and/or financial changes resulting from adjustments to the approved grant budget have been addressed on pages 1 - 13 of the grant and revised accordingly to reflect the approved grant budget; however, additional changes may be required.
16. Since the primary function of funding enforcement project activity hours is to prevent and reduce collisions, injuries and fatalities by proactive enforcement measures, responding to traffic collisions and providing parade or funeral escorts are not reimbursable costs.
17. Monthly logs of traffic enforcement activities are required monthly and are due by the 10th of each month for the month prior.
18. Oconee County shall participate actively in the 10th Circuit Law Enforcement Network.
19. Oconee County shall fully participate in the 2020 Target Zero Challenge.
20. Oconee County shall fully participate in the statewide DUI enforcement and public information and education campaign, *Sober or Slammer!*
21. Oconee County is encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
22. Oconee County shall fully participate in the statewide seat belt enforcement and public information and education campaign, *Buckle up South Carolina. It's the law and it's enforced.*

23. Equipment purchased with grant funds can only be used in conjunction with project activity hours as listed in the Program Objectives.
24. Vehicles purchased utilizing highway safety grant funds must be properly marked with OHSJP-required decals and have a light bar affixed to the top of the vehicle. Purchased vehicles must be made or assembled in the United States per Special Condition #09. Police Vehicles and all other equipment items identified in the grant budget should be purchased during the First Quarter of the grant period. A Request for Payment for all purchased grant equipment shall be submitted to the OHSJP no later than May 1, 2020.
25. The Subgrantee must receive approval of all contract agreements for services and products from the OHSJP prior to execution. The contract will require review and approval by appropriate OHSJP 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 OHSJP prior to payment or within 30 days of signature, whichever comes first.
26. The budget line items and budget narrative for the Equipment and Other should specify all items required, for example, power cords, mounts, installation costs, cables, chargers, accessories, as well as any other items that would be included when purchasing each individual item. All items must be specifically identified in the grant and used in conjunction with project activity hours to qualify for reimbursement.
27. Prior Approval of Bid Specifications/Requests for Proposals: On any items, including those bid in the aggregate, whose total is \$25,000 or more, a copy of the proposed bid specifications or the Request for Proposals (RFP) must be submitted to the OHSJP for review and approval prior to issuance. Once bids/proposals are received, Subgrantee must submit bids/proposals for review and approval prior to acceptance of any bid.
28. All trainings and/or conferences must be listed in the grant application, and all trainings and/or conferences must be approved by the OHSJP prior to attendance.

Federal Fiscal Year 2020 Grant 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.

- 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. **General Costs of Government:**

A. Federal grant funds may not be used for activities considered "general costs of government" (reference 2 CFR § 200.444 in the Supercircular) according to long-standing Federal law. The rationale is that Federal funds should not support costs incurred by a State or locality in the ordinary course of conducting its own affairs. General costs of government include salaries and other expenses associated with government operation. The Supercircular specifically

identifies “police” (i.e., law enforcement) and “prosecutors,” who carry out government services normally provided to the general public. (2 CFR § 200.444(a)(4-5)).

- B. 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.
- C. 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/Activity Hours, 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, number of activity hours, 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 SCDPS Grants (www.scdpsgrants.com). 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 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. In cases of reasonable doubt, competition must be solicited. Any decision by a governmental body that a procurement be restricted to one potential vendor must be accompanied by a thorough, detailed explanation as to why no other will be suitable or acceptable to meet the need. 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, Section 11-35-1560. All sole source purchases will require the explicit prior written approval of the Office of Highway Safety and Justice Programs.

17. **Bidding Requirements:**

- a. **(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. If an agency chooses to utilize a vendor that is not listed on state contract for items that are on state contract, the agency's Procurement Officer must provide documentation to justify this decision and certify that the purchase price is considered fair and reasonable. Additionally, the purchase price must be at least ten percent less than the state contract vendor.
- b. **Small Purchases (\$0-\$10,000):** Small purchases not exceeding ten thousand dollars may be accomplished without securing competitive quotations if the prices are considered reasonable. Your Agency's purchasing department must annotate the purchase requisition: 'Price is fair and reasonable' and sign. 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 \$10,000 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.
- c. **Small Purchases (\$10,001-\$25,000):** Written request for written quotes from a minimum of three qualified sources of supply may be made and, unless adequate public notice is provided in the South Carolina Business Opportunities, documentation of at least three bona fide, responsive, and responsible quotes must be attached to the purchase requisition for a small purchase over ten thousand dollars but not in excess of twenty-five thousand dollars, or for a small purchase of commercially available off-the-shelf products not in excess of one hundred thousand dollars, or for a small purchase of construction not in excess of one hundred thousand dollars. The award must be made to the lowest responsive and responsible sources. The request for quotes must include a purchase description. Requests must be distributed equitably among qualified supplies unless advertised as provided above.
- d. **Advertised Small Purchases (\$25,001-\$100,000):** Written solicitation of written quotes, bids, or proposals may be made for a small purchase, other than a small purchase of construction, not in excess of one hundred thousand dollars. The procurement must be advertised at least once in the South Carolina Business Opportunities publication. A copy of the written solicitation and written quotes must be attached to the purchase requisition. The award must be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest ranking offeror. On any items, including those bids in the aggregate, whose total cost is \$25,000 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.

Advertising Threshold: Except for procurements of either commercially available off-the-shelf products or construction, if conducted pursuant to item(2)(b), all competitive procurements above twenty-five thousand dollars must be advertised at least once in the South Carolina Business Opportunities publication. Governmental bodies may charge vendors the cost incurred for copying and mailing bid or proposal documents requested in response to a procurement.

18. Personnel/Persons Performing Activity Hours:

All persons performing activity hours under this grant must be identified by name and date of assignment to the performance of grant activities. Any changes in persons performing activity hours, reassignments or terminations must be reported by the subgrantee agency in writing within 30 days from the date of assignment, or the date the change occurs. Costs for persons performing activity hours can only be reimbursed for the time spent directly on the implementation of the project activities (if benefits are included, this encompasses accrued annual and sick leave). All Requests for Payment (RFP) must include timesheets for persons performing activity hours. 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. Reimbursement can include compensation for the activity hours spent working toward grant activities, and the pro rata share of fringe benefits, including annual, sick, and holiday compensatory time.

19. Use of Persons Performing Activity Hours:

The purpose of funding traffic enforcement activity hours is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic enforcement activity hours must ensure that the level of enforcement activity for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant project. Grant-funded traffic enforcement activity hours are not intended to replace agency-wide traffic enforcement duties. Progress reports must reflect the activity level of existing personnel separate from the activity performed by persons performing grant project activity hours. Costs for persons performing activity hours will only be reimbursed for those activities specified in the approved grant project agreement and outlined within the grant project's specific objectives. All other activities, such as escort services (funeral processions, parades, etc.) and time spent carrying out duties associated with inclement-weather procedures are not reimbursable costs.

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 \$32 per day for in-state travel and \$50 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. Reimbursement of Travel Expenditures:

Reimbursement for travel expenditures must be in accordance with the Approved Budget. All trainings and/or conferences must be approved by the OHSJP prior to attendance and must be listed in the project agreement. Failure to obtain such prior written approval will result in such travel expense claims being denied for reimbursement using grant funds. If individuals performing project activities are unable to travel for any reason, the OHSJP will not reimburse for those expenditures. The subgrantee is encouraged to request a refund from the original vendor to be reimbursed for any unused travel expenses.

22. Training Costs:

Training costs (e.g., registration, lodging, meals, or mileage, and compensation for time spent at training) are only eligible for reimbursement if the training has received *prior* written approval from the Office of Highway Safety and Justice Programs *and* is listed as a project activity in the grant project agreement. Failure to request prior written approval will result in the trainings costs being ineligible for reimbursement.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

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 a "Property Control Form" and submit it to the Office of Highway Safety and Justice Programs. The "Property Control" is located on the Office of Highway Safety and Justice Programs website. The subgrantee must appropriately maintain any equipment purchased under the grant contract. The Office of Highway Safety and Justice Programs staff will provide an OHSJP inventory tag to be placed on all equipment purchases if the agency does not have an asset tag system.

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, delivered, and paid 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. As a condition of receiving federal grant funds, the Highway Safety Grant program subgrantee must develop and enforce a seat belt use policy for their employees when operating agency-owned, rented, or personal 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 IDCR 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:
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. 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.



OCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET
WALHALLA, SC 29691

Mike Crenshaw, Sheriff

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

Equipment not covered by grant: Total \$6,800

- Glock 17 pistol - \$433.54
- G-43 backup pistol - \$ 390.72
- Patrol Rifle w/ equipment - \$1,463.86
- Taser and equipment - \$2,200.00
- Cellphone and data - \$600.00
- Clothing - \$900.00
- Bulletproof vest and carrier - \$785.00

Salary not covered by grant estimated at \$4,500.

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 1, 2019

ITEM TITLE:

Title: Engineering Services for Seneca Creek Access Area

Department: PRT

Amount: \$103,390.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Funding will come from designated Economic Development millage for PRT Capital Projects

Finance Approval:

Ladale Price

BACKGROUND DESCRIPTION:

Seneca Creek Access Area project includes re-locating the existing ramp for better use at low water levels, adding a lane to make a 3-lane ramp, provide for parking of up to 50 boats/trailers and add a kayak launch, fishing pier, picnic area and bank fishing trail. The project may be completed in phases, which will be determined once engineering is complete and made ready for bid.

At the April 5, 2016 meeting, Council approved the award of RFP 15-09 for On Call Engineering Services to Thomas & Hutton of Greenville, SC for Category E: On Call General Engineering Services. Parks Recreation and Travel (PRT) wishes to contract with Thomas & Hutton to provide engineering services for Site and Marine Element Improvements to the proposed Seneca Creek Access Area (Seneca Creek Boat Landing). Thomas & Hutton will provide services that include general consulting, design services for upland site engineering design and marine design elements. They will also provide permitting, bidding and award assistance, construction administration and observation services per the attached proposal.

ATTACHMENT(S):

1. Proposal from Thomas & Hutton dated 7-31-19
2. Seneca Creek Conceptual

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the total award of \$103,390.00 to Thomas & Hutton, of Greenville, SC for engineering services for the above mentioned project.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council:

Amanda F. Brock
Amanda F. Brock, 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.

THOMAS & HUTTON

501 RIVER STREET, SUITE 200
GREENVILLE, SC 29601 | 864.412.2222
WWW.THOMASANDHUTTON.COM

July 31, 2019

Mr. Phil Shirley, CPRM, TMP
Director
Oconee Parks Recreation & Tourism
1099 South Cove Road
Seneca, SC 29672

Re: Seneca Creek Rd.
Boat Ramp Improvements
Oconee County, South Carolina
Letter Agreement for Services

Dear Mr. Shirley:

Thank you for requesting our engineering services for Site and Marine element improvements to the proposed Seneca Rd Boat Ramp property in Oconee County, South Carolina.

Our services will consist of Coordination Meetings, Design Phases, Permitting Phase, Bidding & Awarding Phase, monitoring during the Construction Phase and Closeout Phase, as set forth in the Professional Services Agreement executed April 12, 2016, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the Professional Services Agreement executed between Thomas & Hutton and Oconee County on April 12, 2016.

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
General Consulting:	Time & Expense - Budget	\$ 6,800.00
Pre-Con Geotech Report:	Lump Sum	\$ 5,500.00
Upland Site Design:	Lump Sum	\$ 18,970.00
Landscape/ Hardscape:	Lump Sum	\$ 4,985.00
Marine Design		
3-Lane Boat Ramp:	Lump Sum	\$ 7,600.00
Boardwalk, Gangway, Dock:	Lump Sum	\$ 5,600.00
Fishing Pierhead, Boardwalk:	Lump Sum	\$ 5,410.00
Kayak Boardwalk, Float:	Lump Sum	\$ 4,220.00
Technical Specifications:	Lump Sum	\$ 2,145.00
Permitting:	Lump Sum	\$ 12,310.00
Bidding & Award:	Time & Expense - Budget	\$ 6,175.00
Construction Administration:	Time & Expense - Budget	\$ 19,725.00
Project Closeout:	Lump Sum	\$ 1,450.00

____ Owner's Initials



____ Consultant's Initials

Mr. Phil Shirley
Director
Oconee Parks Recreation & Tourism
Letter Agreement for Services
July 31, 2019
Page 2

Reimbursable Expenses: Time & Expense – Budget \$ 2,500.00
Additional Services: Time & Expense – See Consulting Services Rate Sheet

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable construction cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This proposal between Oconee County ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, Professional Services Agreement executed between Thomas & Hutton and Oconee County on April 12, 2016, Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

If the arrangements set forth in these documents are acceptable to you, please sign and initial the enclosed documents in the spaces provided below and return to us. This proposal will be open for acceptance until September 15, 2019, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 

Kevin Shoemake, P.E.
Vice President, Regional Director

Enclosures: Scope of Services
 Consulting Services Rate Sheet

ACCEPTED: _____, 2019

By _____

TITLE

Owner's Initials



Consultant's Initials

SCOPE OF SERVICES

Design and permitting for the proposed Seneca Creek Rd Boat Ramp and Associated Parking

1. **SCOPE OF SERVICES**

A. **General Consulting Phase**

1. **General Consulting & Coordination Meetings**

The Consultant shall assist Owner, as requested, during the early stages of the project when a defined scope cannot be determined. Assistance may include attending meetings, assembling documents, and responding to questions. Services shall be provided on a Time & Expense basis. Design and construction services are not provided under this phase.

2. **Preliminary Design and Exhibits**

The Consultant shall assist the Owner in the initial stages of the project with preliminary design and exhibits to evaluate the feasibility of the project and clearly define the scope and budget. Assistance may include preliminary grading, site layout and utility design. Services shall be provided on a Time & Expense basis. Detailed design and construction services are not provided under this phase.

B. **Design Phases**

1. **Upland Site Engineering Design**

Upland Site design will include the associates access driveways off Seneca Rd, parking drive isles, vehicle with boat trailer parking, general visitor parking, and walking trails. The Mass Grading Improvement plans will include:

- Grading – parking elevations, finish contours, and grading information.
- Drainage – structure location, pipe route and size, inverts and slopes, and pond elevations, including preparation of design calculation.
- Erosion Control – for roadway, parking and drainage system
- Construction Details – drainage and erosion control.
- Technical specifications for clearing, earthwork, and drainage systems.
- Design calculations – storm drainage system
- Hardscape / Landscape design

2. **Marine Design Elements**

Design, drawing preparation and technical specification preparation associated with the various Marine elements proposed for this project. The Marine Element Improvement plans will include:

- Boat Ramp – concrete slab with curbing, subgrade preparation details, installation sequencing notes
- Boat Ramp Boardwalk, Gangway and Dock – timber boardwalk, aluminum ADA gangway, floating dock with guide-piles
- Fishing Pierhead and Boardwalk – timber design of all elements

_____ Owner's Initials

Consultant's Initials

- Kayak Launch Boardwalk and Float – modular / prefab kayak float with guide-pile specifications
- Construction Details and specifications for referenced elements

C. Permit Phase

1. Permits

Consultant shall assist Owner with the preparation of submittal packages for the development approval. The payment of fees associated with the application process is the responsibility of the Owner. Consultant shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for this project include:

- SCDHEC – Land Disturbance
- Oconee County
- Army Corp of Engineers
- Duke Power
- SCDOT Encroachment Permit

Submittal fees are **not** included in our fee schedule and shall be provided by the Owner at the time of submittal. Consultant will assist Owner in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Owner.

2. Erosion Control Permit

Consultant will assist the Owner in compliance with the requirements of the permit to Discharge Storm Water Associated with Construction Activity. This assistance may include, when requested by the Owner:

- Submit Notice of Intent (NOI) to the State on behalf of the Owner (as a Primary Permittee). This will include a certification that the Storm Water Pollution Prevention Plan (SWPPP) has been prepared in accordance with the General Permit.
- Provide an initial observation of the measures installed under the SWPPP within one (1) week after construction activities commence. Additional observations will be conducted as other measures required by the Plan are installed.
- Prepare and submit, as warranted, amendments to the SWPPP.

The Consultant's services **do not** include:

- Submittal of monthly reports to SCDHEC

D. Bidding & Award Phase

Consultant shall assist Owner during the Bid Phase. Services provided during this phase shall include preparation of contract documents, assembling bid packages, conducting a pre-bid meeting, responding to contractor questions, opening of received bids and preparation of the Consultant's recommendation letter for award of bid.

____ Owner's Initials

2



____ Consultant's Initials

E. **Construction Phase**

During the course of construction, the Consultant will provide the following services:

- Review material data, shop drawings, and construction schedules provided by the Contractor.
- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent.
- Review Payment Applications for monthly quantities stored and installed
- Review record drawings provided by Contractor. (Closeout)
- Attend final field inspections by regulating agencies. (Closeout)
- Request project acceptance by applicable agencies. (Closeout)
- Construction Observation. (2 inspections / month for 6 months)
- Structural Element Observation (12 inspections total)
- Stormwater Pollution Prevention Plan inspections & reports (1/week for estimated 6-month construction duration)

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

The Consultant provides construction services as defined above for the work designed by the Consultant. Other construction work that may occur on site is the responsibility of other design professionals or the Owner and expressly not the responsibility of the Consultant.

The fee associated with Construction Services covers a 6-month construction period. If unforeseen delays occur on the project due to weather, project changes, or contractors schedule that cause the construction timeframe for these improvements to last past the projected 6-month period, additional construction services will need to be approved by the Owner. Additional services will be billed on a Time & Expense basis.

F. **Exclusions**

Items **not** included in the scope of services are as follows:

- Lighting Design or Layout
- As-built Survey / Record Drawings for closeout (to be provided by Contractor)
- Pumping Stations
- Storage Tanks
- SCDOT turn-lane improvements to Seneca Rd

_____ Owner's Initials



Consultant's Initials

**LETTER AGREEMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND OCONEE COUNTY, SC (OWNER)
SENECA CREEK RD BOAT RAMP IMPROVEMENTS
SCOPE OF SERVICES**

JULY 31, 2019

- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems

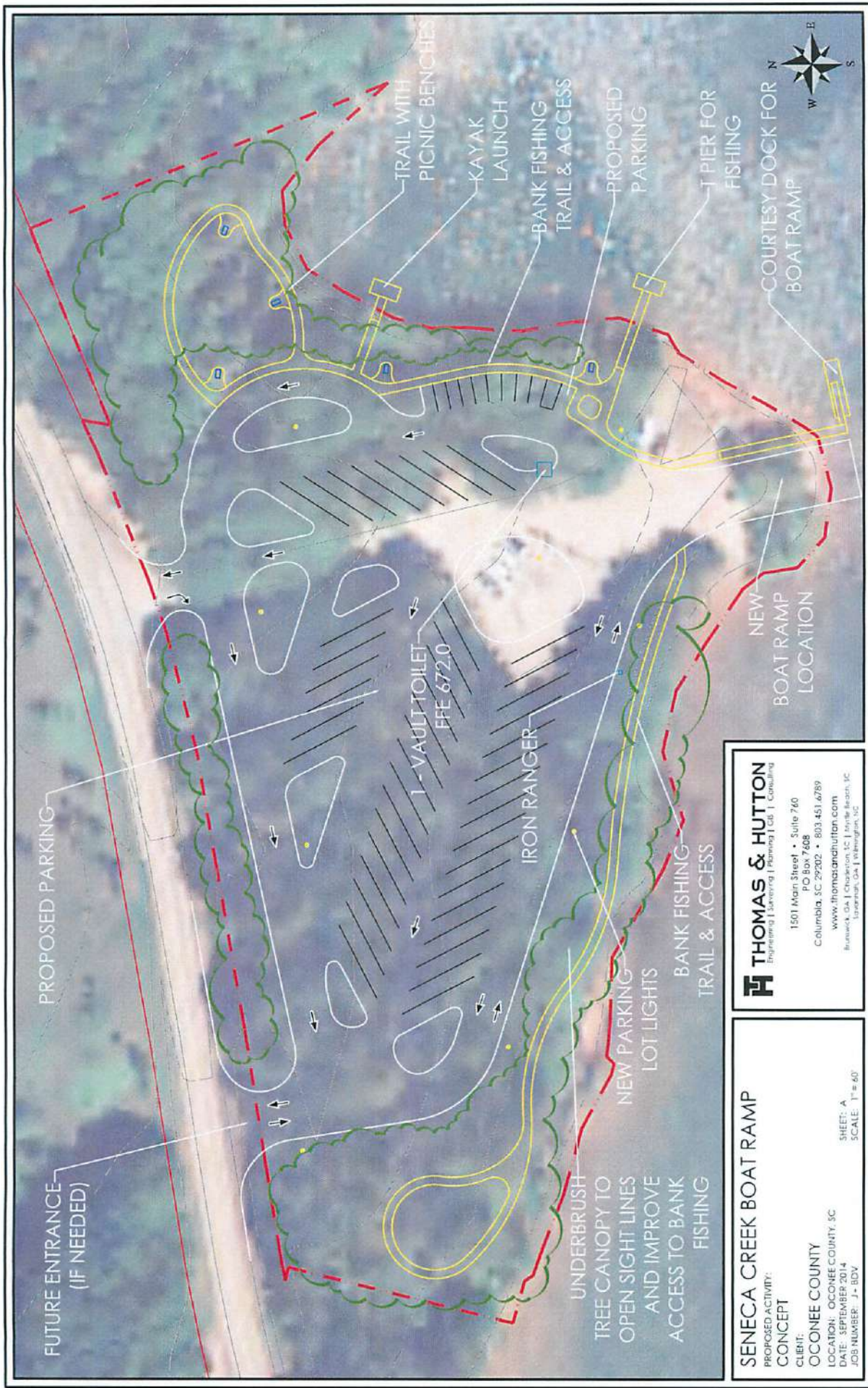
These items can be coordinated or provided, if requested by the Owner in writing.

_____ Owner's Initials

4



Consultant's Initials



THOMAS & HUTTON
 Engineers | Surveying | Planning | GIS | Consulting
 1501 Main Street • Suite 740
 PO Box 7408
 Columbia, SC 29202 • 803.451.6789
 www.thomasandhutton.com
 Brunswick, GA | Charleston, SC | Myrtle Beach, SC
 Spartanburg, GA | Washington, SC

SENECA CREEK BOAT RAMP
 PROPOSED ACTIVITY:
 CONCEPT
 CLIENT:
 OCONEE COUNTY
 LOCATION: OCONEE COUNTY, SC
 DATE: SEPTEMBER 2014
 JOB NUMBER: J-80V

SHEET: A
 SCALE: 1" = 60'

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 1, 2019

ITEM TITLE:

Title: 2020 Dodge Durango Police Pursuit SUV's

Department: Sheriff's Office

Amount: \$88,104.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.
Funding from Capital Equipment and Vehicle Capital Project Fund

Finance Approval: *Lactate Price*

Budget: \$1,600,951.00

General Ledger Balance: \$1,328,442.88

Project Cost: \$88,104.00

Balance: \$1,240,338.88

BACKGROUND DESCRIPTION:

Sheriff's fleet vehicles necessary for fiscal year 2019-2020 operations includes; three (3) Dodge Durango Police Interceptor SUV's. Santee Automotive, LLC of Manning, SC is the SC State Contract vendor for these Dodge Durango's. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

SPECIAL CONSIDERATIONS OR CONCERNS:

The SC Materials Management Office awarded the current SC Contract # 4400019828 to Santee Automotive, LLC. for the purchase of the Dodge Durango Pursuit SUV's. The South Carolina State Contract allows all County Government Agencies to purchase, from this contract, directly from the awarded vendors.

ATTACHMENT(S):

1. Santee Automotive, LLC Quote
2. SC State Contract Pricing

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of three (3) 2020 Dodge Durango Pursuits SUV's from Santee Automotive, LLC of Manning, SC in the amount of \$88,104.00.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*
Amanda F. Brock, County Administrator

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QUOTE

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 803-386-9651
 Fax: 803-678-4297
 www.santeeautomotive.com

BILL TO
Oconee County
 Tronda Popham

864-638-4141
 tpopham@oconeesc.com

Estimate Number: 17831

Estimate Date: September 13, 2019

Expires On: December 31, 2019

Grand Total (USD): \$88,104.00

Items	Quantity	Price	Amount
Dodge Durango Pursuit State Contract: 4400019828 Dodge Durango Pursuit AWD 3.6L V6 Engine 8 Speed Auto Transmission 220 AMP Alternator Red/White Dome Lamp Privacy Glass Floor Mats ParkView Rear Backup Camera U Connect Bluetooth Available Exterior Colors: Black	3	\$28,267.00	\$84,801.00
Dodge Durango Spotlight Dodge Durango Driver's Side Spotlight	3	\$394.00	\$1,182.00
Dodge Durango Wiring Harness Dodge Durango Wiring Harness with Firewall Pass Through	3	\$207.00	\$621.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	3	\$500.00	\$1,500.00

Total: \$88,104.00

Grand Total (USD): \$88,104.00

LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive

Please be aware that the Dodge Durango below while Pursuit Rated has an ALL CLOTH INTERIOR including carpet flooring. No other upholstery options are currently available.

<u>Contract Number:</u>	4400019828	<u>Contractor:</u>	Santee Automotive LLC
<u>Initial Contract Term:</u>	11/1/2018 - 10/31/2019	<u>Address:</u>	PO Box 5391 West Columbia, SC 29171
<u>Contract Rollover Dates:</u>		<u>Vendor #:</u>	7000214142
<u>Order Cut Off Date:</u>	4/10/2019	<u>Contact:</u>	Scott Watford
<u>Model:</u>	Dodge Durango PPV - WDEE75	<u>Email:</u>	scott@tracsconsult.com
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	803-386-9651
<u>Delivery Days ARO:</u>	120	<u>Fax:</u>	803-678-4297

The order Cut off date 4/10/19 is for 2019 Models
 Per Santee Automotive 2020 Models can be
 ordered now

BASE PRICE \$28,267.00

*Click on the link above for an Itemized listing of items included in the base price.

Optional Additions

<i>Engine Upgrade</i> <small>* Upgrades to 5.7L V8</small>	\$2,726.00
<i>Driver-side Mounted Spotlight</i>	\$394.00
<i>Wiring Harness with Firewall Pass Through for Equipment Installation</i>	\$207.00
<i>Anti-Theft Device (i.e. TREMCO or Computer Controlled Shift from Park Prevention)</i>	\$162.00
<i>Bluetooth/Hands Free Calling</i>	Factory Standard

Optional Deductions

<i>Header-Mounted Switch Controlled High Intensity Map Light</i>	Factory Standard
<i>Delivery Fee (Per Vehicle)</i>	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	10 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.50

[Return to Index](#)

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 1, 2019
COUNCIL MEETING TIME: 6pm

ITEM TITLE OR DESCRIPTION:

New Voting System Demonstration. Expressvote Ballot Marking Device is a paper based voting system with a Digital Scanner Ballot Box. This voting system allows the voter to print their selections for review before their ballot is scanned for tabulation. It is also equipped with numerous and various devices and options for voters with disabilities (blind, physically handicapped, and voters that may not be able to read or write)

BACKGROUND OR HISTORY:

To allow Council and members of the public to gain information and hands on demonstration.

SPECIAL CONSIDERATIONS OR CONCERNS:


Set up prior to the meeting. Quick information and demo during the meeting to allow Council Chair, Administrator, and/or County attorney to demo vote; allow public to demo vote pre-meeting and during any breaks.

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

ATTACHMENTS:

Submitted or Prepared by:


(Department Head/Elected Official)

Approved By:


Amanda F. Brock
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 1, 2019

ITEM TITLE:

Title: **Change Order #1 PO 52584 Engineering Services for Oconee Industry and Technology Park**

Department(s): **Oconee Economic Alliance**

Amount: **\$11,280.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process. Funding will come from designated Economic Development millage.

Finance Approval: 

BACKGROUND DESCRIPTION:

On December 20, 2016, County Council approved the Engineering Services for Oconee Industry & Technology Park (OITP), under RFP 15-09 On-Call Engineering, which was approved at the April 5, 2016 Council meeting.

Design, permitting, bidding and Mass Grading, Roadway & Utility Improvements were included in this project. Also included was permitting for the second entrance on Hwy 11 into the industrial park along with the completion of the interior roads. Since that time, SCDOT has taken on the administration and completion of only the entrance on Hwy 11 portion. The County will be completing the remaining interior roads, (with funding already received from Blue Ridge Electric). In order to move forward with the construction of the interior roads, it requires Thomas & Hutton to provide additional services; which includes new construction documents, separate permit packages and construction observation.

The scope of work in this proposal includes compilation of new Construction Documents, submittal of a separate land disturbance permit package to SCDHEC and construction observation for the interior roads.

The original Awarded amount was \$488,870.00. The amount of the requested Change Order is \$11,280.00 which will bring the total to \$500,150.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

The completion of the interior road system within OITP is necessary for the future development of that section of the industrial park, in addition to providing better traffic flow for students at the Workforce Development Campus.

ATTACHMENT(S):

1. Thomas & Hutton Change Order Request #1 (Addendum #1)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve Change Order # 1 PO 52584 (Addendum #1) to Thomas & Hutton in the amount of \$11,280.00 for new construction documents, separate permit packages and construction observation. This will bring the total amount of the PO to \$500,150.00.
2. Authorize the County Administrator to sign / execute the change order.

Submitted or Prepared By: 
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: 
Amanda F. Brock, County Administrator

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Oconee County

OITP Mass Grading, Roadway & Utility Improvements

ADDENDUM #1

ADDENDUM # 001 DATE September 17, 2019

ADDENDUM TO CONTRACT NO. 001 DATE December 7, 2016

PROJECT: OITP Mass Grading, Roadway & Utility Improvements

Oconee County (Owner) and Thomas & Hutton Engineering Co. (Consultant or Thomas & Hutton) this 17th day of September, 2019, amend their contract dated December 7, 2016 for work, materials, or services described below.

SCOPE OF WORK:

The revised scope of work includes additional Design, Permitting and Construction Phase Services for the interior roadways not covered by the SCDOT project. The additional services include compilation of new Construction Documents, submittal of a separate land disturbance permit package to SCDHEC and construction observation for the sections of Roads A & B that were eliminated from the SCDOT project.

1. Design Phase Services

The additional Design Phase Services include compilation of a new set of Construction Documents for the section of Road A and Road B that were eliminated from the SCDOT scope. Design phase will also include a new SCDHEC Land Disturbance Permit package to include the sections of the roadway that are not permitted by SCDHEC.

2. Construction Phase

Consultant shall assist Owner during the Construction Phase. Services provided during this phase shall include the following;

- Prepare On-site SWPPP Report
- Prepare documents for preconstruction meeting
- Attend preconstruction meeting with County and SCDHEC
- Conduct SWPPP Inspections as required by SCDHEC permit (fees are based on 5 visits at 4 hours per visit)
- Attend Final Field Inspection Required by SCDHEC
- Prepare Notice of Termination and submit closeout documents to SCDHEC

____ Owner's Initials

TH Consultant's Initials

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
Design Phase:	Lump Sum	\$ 5,850.00
Construction Phase:	Lump Sum	\$ 5,430.00

APPROVED:

THOMAS & HUTTON ENGINEERING CO.

By: *Paul E. Hutton*
 Title: *Vice President*
 Date: *9/17/19*

APPROVED:

Oconee County, SC

By: _____
 Title: _____
 Date: _____

 Owner's Initials
PH
 Consultant's Initials



NOTES

LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING

September 17, 2019

Update Regarding Alternative Waste Processing Methods / Recycling

Ms. Brock noted that at the last Law Enforcement, Public Safety, Health & Welfare meeting, the Administrator and staff was directed to research the feasibility of alternative waste recycling including dirty material recovery facility [MRF] and/or incineration process. She further noted that research is continuing and does not have solid information at this time. Further, the direction that was given to the Administrator needs additional time to gather the information. He also noted a formal presentation to Council would be appropriate but would take time to compile all the information necessary.

Ms. Brock noted by the end of November or beginning of December would be appropriate because a portion of the recommendation to complete the research was to find appropriate land and a cost estimate, timeline for an educational program, and the cost for two separate types of facilities.

The Committee took no action on this matter at this time.

Continued discussion regarding Expansion of General Healthcare in Oconee County

Ms. Vicki Thompson, Executive Director of The Rosa Clark Medical Clinic, addressed the Committee and gave a brief presentation to include:

- Applied for a new access point grant in the amount of \$650,000 for Walhalla but was not selected for the grant
- Renovating County building on Oak Street in Seneca to become a dental clinic
- Transportation to and from the Rosa Clark Clinic is an issue
- Oconee County purchased a 20 passenger van that is ADA compliant; using the van as a shuttle on game day Saturday's at the Airport and is sitting idle the other days of the week
- Citizens could be picked up from the Walhalla area and taken to the Rosa Clark Clinic in Seneca and the van can still be utilized on game day Saturday's for transportation to and from the Airport to the Clemson games; would not utilize any additional County funds other than the amount of fuel and the position for the driver
- Administrator could complete a pilot project in connection with The Rosa Clark Clinic and access what the need is and bring back to the Committee

Mr. McCall made a motion, seconded by Mr. Davis, approved 3 – 0, to direct the County Administrator to look into the feasibility of hiring a County employee to provide transportation for those in need four days a week to the Rosa Clark Clinic in Seneca and related tasks.

Mr. Hunter Kome, President of GHS' Oconee Medical Campus, addressed the Committee and gave a brief presentation to include health care system, economic development, renovations and expansions, and joining Prisma Health.



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Office]	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	2019-2022	
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020									
							District I	District II	District III	District IV	District V									At Large
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]							
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Walter Rikard [1]	Doug Hollifield [<1]	Sandra Gray [2]	Ed Land [<1]	Vickie Willoughby [<1]	Debbie Sewell [2]	Rex Blanton [<1]							Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Mariam Noorai [2]	Tony Adams [1]	Stacy Smith	Daniel Dreher [1]	Bill Bruehl [1]							
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	Ryan Honea [<1]	John Eagar [1]	Charles Morgan [<1]							
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1]			Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT										
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	Frank Ables [1]	Emily Hitchcock [1]	Frances Rundlett [1]							
Destination Oconee Action Committee																				
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 [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]							
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	Sarai Melendez [1, 6/19]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]										
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 [2]							
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; Ms. Amanda Brock, Interim Administrator; Mr. Sammy Dickson													
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge													
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen													
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																				
<i>Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.</i>																				



14 Ford Escape
Titanium, 88k, \$12,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



16 Toyota Camry
Special Edition
10K, \$19,500.
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17 Toyota Camry SE
22K, \$17,900.
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402 S. Oak Street
Seneca • 864-882-1467



17 Toyota Rav 4 XLE
AWD, 34K miles, \$21,700.
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467

Jocassee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St., Columbia, SC 29201, ATTN: Charles Hightower, Division of Water Quality, until September 20, 2019.

NOTICE OF PUBLIC HEARING

There will be a public hearing at 6pm, Tuesday, October 1, 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 2019-21**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND ACI PLASTICS SOUTH, LLC, INCLUDING THE INCLUSION OF ACI PROPERTIES SOUTH, LLC, AND GREENCYCLE U.S. HOLDING, INC. AS CO-SPONSORS, AND AMENDING THE FEE AGREEMENT DATED AS OF OCTOBER 1, 2014; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING

There will be a public hearing at 6pm, Tuesday, October 1, 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 2019-20**

AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008 AND AN INTEREST IN THAT CERTAIN INFRASTRUCTURE FINANCE AGREEMENT DATED AS OF NOVEMBER 1, 2007, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT AND THE INFRASTRUCTURE FINANCE AGREEMENT; AND OTHER MATTERS RELATED THERETO.

NOTICE

The Oconee County Transportation Committee meeting that was scheduled for 4pm, Tuesday, September

County, South Carolina. See 4 Plat Book 1, pages 57 & 58.

LESS HOWEVER, as strip of land conveyed to the City of Seneca f Depot Street, recorded in Deed Book 7-M, at Page 111, in the office of the Register of Deeds, Oconee Count South Carolina.

This being the same proper conveyed to Josh Crooks a/k Joshua Crooks by deed of Fred Crooks recorded November 9, 194 in Deed Book 5-1, at Page 132, in the office of the Register of Deed Oconee County, South Carolin Josh Crooks died testate on Augu 3, 1954, as shown by Probate Fi No. 5626, and his interest in the subject property identified as two (2) lots consisting of two (2) acre located on Depot Street and th other on Townville Street, w devised to Florence B. Crooks for h lifetime and upon her death un Eloise C. Grant (the northern portio and to Florence B. Crooks, Trustee, (the southern portion) to l held in trust for the purpose providing for the support and maint nance for his daughter, Minn Crooks. Upon the death of Minn Crooks, the one-half (1/2) intere owned by the testamentary trust included in the rest and residue al devised pursuant to Item Seven (of the decedent's Last Will an Testament, unto the deceden daughters, to-wit: Elouise C. Gra Minnie Crooks, Grace Crooks, at Julia C. Baldwin, in equal share that being a one-eighth (1/8) intere each.

Minnie Crooks, a/k/a Minnie Ali Crooks, died intestate on August 1 1997, owning a one-eighth (1/8) interest in the subject proper Minnie Crooks a/k/a Minnie Ali Crooks was survived by her sister Elouise C. Brown, a/k/a Elouise Grant, Julia C. Baldwin, and h nieces, Mary Jane Harkle and Be Louise Rameriz, the children of h predeceased sister, Grace Crooks, shown by the probate records Oconee County, Probate File N 1997 ES-37-00-460.

Julia Catherine Crooks a/k/a Julia Baldwin departed this life on Mar 15, 2011. No estate was ev administered in Pickens County or Oconee County, where she reside Julia Catherine Crooks a/k/a Julia Baldwin had children and may ha been married at the time of h death; however, the identities of h heirs at law are unknown.

Ownership in the subject property vested in Elouise C. Grant, five-eighths (5-8) interest; and Julia Baldwin, a one-eighth (1-8) intere and Mary Jane Harkle and Be Louise Rameriz, a one-sixteen (1-16) interest each.

TMS No. 520-53-03-014 (0.9 of acre) (Northern Portion)

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

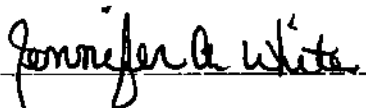
IN RE: NOTICE OF PUBLIC HEARING 2019-20

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 09/10/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

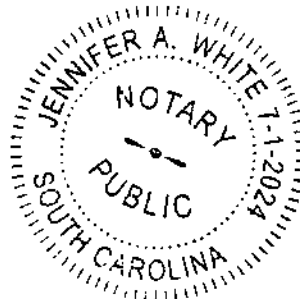


Hal Welch
General Manager

Subscribed and sworn to before me this
09/10/2019



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



Katie Smith

From: Katie Smith
Sent: Monday, September 09, 2019 10:00 AM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 27679 Confirmation

Looks good; thanks!

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

CONFIDENTIALITY NOTICE: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.



From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Monday, September 09, 2019 9:34 AM
To: Katie Smith
Subject: Classified Ad# 27679 Confirmation

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Good Morning, Attached is the proof of your ad from Friday. I only recieved one. Please verify that this is correct. Thank you and have a blessed day! Heather

Oconee Publishing

dba THE JOURNAL

Classified Advertising

**OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691**

**Acct#:63488
Ad#:27679
Phone#:864-718-1023
Date:09/09/2019**

Salesperson: HMCALISTER Classification: Legals Ad Size: 1.0 x 2.80

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	09/11/2019	09/11/2019	1	35.98	35.98
Affidavit Fee	-	-	-	-	5.00

Payment Information:

**Date: Order# Type
09/09/2019 27679 BILLED ACCOUNT**

**Total Amount: 40.98
Amount Due: 40.98**

Comments: NOTICE OF PUBLIC HEARING OCTOBER 1

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

Ad Copy

NOTICE OF PUBLIC HEARING

There will be a public hearing at 6pm, Tuesday, October 1, 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 2019-21**

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Public Comment
SIGN IN SHEET
6:00 PM

October 1, 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	Matt Durham	TAXES
2	Tom Markovich	By By Pass
3	Mike Crenshaw	For the Record - Sheriff's Office
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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: October 1, 2019 6:00 p.m.**

Ordinance 2019-20 "AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, AND AN INTEREST IN THAT CERTAIN INFRASTRUCTURE FINANCE AGREEMENT DATED AS OF NOVEMBER 1, 2007, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT AND THE INFRASTRUCTURE FINANCE AGREEMENT; 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.

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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

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A large, dark blue handwritten signature is written across the table, starting from the right side of row 1 and extending diagonally down to the left side of row 22. The signature is highly stylized and appears to be a name like "D. J. [unclear]".



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: October 1, 2019 6:00 p.m.**

Ordinance 2019-21 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND ACI PLASTICS SOUTH, LLC, INCLUDING THE INCLUSION OF ACI PROPERTIES SOUTH, LLC, AND GREENCYCLE U.S. HOLDING, INC. AS CO-SPONSORS, AND AMENDING THE FEE AGREEMENT DATED AS OF OCTOBER 1, 2014; AND OTHER MATTERS RELATED THERETO."

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[Handwritten signature: J. J. ...]



General Fund Monthly Council Report

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
General Fund Revenue										
080 Encumbrance Roll from FY 2019						(1,404,481.72)				Will Show in September Report
080 Local Revenue	45,753,026.00	45,753,026.00	538,269.50	1,137,054.20	1,084,156.41	2,759,480.11	-	42,993,545.89	94%	Aug 19 -293,697.62 due to prior Year Revenues
081 State Revenue	3,863,980.00	3,863,908.00	-	3,339.54	438.20	3,777.74	-	3,860,130.26	100%	Aug 19 -713,169.97 due to Prior Year Revenues
082 Federal Revenue	69,500.00	69,500.00	-	-	594.00	594.00	-	68,906.00	99%	Aug 19 -165.00 due to Prior Year Revenues
090 Other Financing Sources	303,043.00	303,043.00	-	6,964.04	-	6,964.04	-	296,078.96	98%	
Total General Fund Revenue	49,989,549.00	49,989,477.00	538,269.50			1,366,334.17	-	47,218,661.11		
General Fund Expenditures										
101 Sheriff	8,908,806.00	8,918,554.77	445,222.43	1,017,601.75	687,803.86	2,150,628.04	89,001.15	6,678,925.58	75%	
103 Coroner	258,302.00	258,302.00	7,127.17	35,544.64	15,486.36	58,158.17	852.48	199,291.35	77%	
104 Communications	1,581,694.00	1,581,694.00	71,610.43	170,235.07	114,698.05	356,543.55	8,158.70	1,216,991.75	77%	
106 Law Enforcement Center	4,025,939.00	4,032,239.00	209,611.35	463,152.67	360,220.36	1,032,984.38	402,367.94	2,596,886.68	64%	Encumbrances for the entire year
107 Ems & Fire Services	4,441,956.00	5,615,373.40	145,965.42	362,120.96	1,288,416.45	1,796,502.83	119,666.65	3,699,203.92	66%	
110 Animal Control	640,407.00	640,407.00	29,887.09	59,246.64	61,826.21	150,959.94	1,027.22	488,419.84	76%	
202 Parks, Recreation, & Tour	756,728.00	756,728.00	144,843.59	54,844.17	33,705.85	233,393.61	1,147.88	522,186.51	69%	
203 High Falls Park	441,620.00	463,626.00	23,951.88	57,108.94	36,805.41	117,866.23	21,582.89	324,176.88	70%	
204 South Cove Park	515,213.00	515,213.00	22,660.92	56,292.76	38,242.32	117,196.00	-	398,017.00	77%	
205 Chau Ram Park	360,875.00	360,875.00	12,470.55	31,341.55	25,384.66	69,196.76	-	291,678.24	81%	
206 Library	1,426,820.00	1,426,820.00	124,614.00	141,128.50	113,919.55	379,662.05	9,029.41	1,038,128.54	73%	
301 Assessor	1,040,306.00	1,085,306.00	40,231.14	103,331.31	64,556.20	208,118.65	65,765.22	811,422.13	75%	
302 Auditor	554,485.00	554,485.00	25,794.91	48,408.49	35,533.59	109,736.99	86,180.47	358,567.54	65%	Encumbrances for the entire year
303 Brd Of Assessment Appeals	12,001.00	12,001.00	148.33	250.71	107.65	506.69	-	11,494.31	96%	
305 Tax Collector	445,660.00	445,660.00	36,029.40	33,013.68	47,144.76	116,187.84	115,742.99	213,729.17	48%	Encumbrances for the entire year
306 Treasurer	614,715.00	614,715.00	31,342.09	55,035.37	69,155.14	155,532.60	84,384.99	374,797.41	61%	Encumbrances for the entire year
402 Dept Of Social Services	21,200.00	21,200.00	838.92	922.07	1,316.66	3,077.65	-	18,122.35	85%	
403 Health Department	41,634.00	41,634.00	-	2,051.77	1,609.97	3,661.74	-	37,972.26	91%	
404 Veterans' Affairs	197,448.00	197,448.00	8,619.70	20,592.54	14,306.45	43,518.69	2,304.00	151,625.31	77%	
501 Clerk Of Court	706,363.00	706,363.00	39,735.11	110,685.57	44,273.48	194,694.16	16,195.88	495,472.96	70%	
502 Probate Court	357,171.00	357,171.00	16,488.68	40,737.97	26,934.60	84,161.25	3,061.49	269,948.26	76%	
504 Solicitor	943,375.00	943,375.00	43,575.40	103,865.18	69,469.55	216,910.13	-	726,464.87	77%	
509 Magistrate	849,591.00	849,591.00	32,452.45	117,685.00	57,486.41	207,623.86	25,015.83	616,951.31	73%	
510 Public Defender	240,000.00	240,000.00	-	120,000.00	-	120,000.00	-	120,000.00	50%	Paid out in two quarterly payments
601 Road Department	2,836,830.00	2,864,140.06	113,791.58	265,681.59	178,194.90	557,668.07	18,164.23	2,288,307.76	80%	
702 Community Development	664,419.00	664,419.00	51,876.68	57,171.85	37,317.95	146,366.48	3,471.38	514,581.14	77%	
704 County Council	308,055.00	308,055.00	31,663.80	76,788.84	18,163.98	126,616.62	6,210.48	175,227.90	57%	
705 Direct Aid	762,900.00	762,900.00	38,492.00	177,700.00	15,000.00	231,192.00	-	531,708.00	70%	
706 Delegation	93,885.00	93,885.00	3,765.76	9,870.49	6,923.24	20,559.49	669.27	72,656.24	77%	
707 Economic Development	729,741.00	729,741.00	15,691.20	112,766.51	25,069.42	153,527.13	3,404.28	572,809.59	78%	
708 Finance Department	670,929.00	619,547.00	58,285.72	62,729.94	41,067.46	162,083.12	4,055.33	453,408.55	73%	
709 Non-Departmental	2,927,030.00	2,927,440.00	13,862.07	58,898.22	50,919.41	123,679.70	7,017.36	2,796,742.94	96%	Lease Payments not due until October
710 Human Resources	326,404.00	328,284.00	11,195.40	34,526.47	25,351.64	71,073.51	2,807.20	254,403.29	77%	
711 Information Technology	895,927.00	921,716.00	30,007.88	108,599.60	80,796.90	219,404.38	62,420.06	639,891.56	69%	
712 Planning Department	275,472.00	312,559.36	10,222.83	31,753.82	22,417.65	64,394.30	30,406.96	217,758.10	70%	
713 Procurement	153,472.00	154,672.00	6,283.72	15,891.86	10,510.12	32,685.70	1,280.44	120,705.86	78%	
714 Facilities Maintenance	1,460,576.00	1,467,519.00	54,810.55	129,040.56	98,833.93	282,685.04	15,079.31	1,169,754.65	80%	
715 Registration & Elections	249,682.00	249,682.00	8,759.99	22,645.32	14,954.15	46,359.46	1,234.47	202,088.07	81%	
716 Soil & Water Conservation	80,171.00	80,171.00	2,168.82	5,545.06	4,057.86	11,771.74	5,408.00	62,991.26	79%	
717 Administrator's Office	705,051.00	720,621.00	16,337.85	83,378.00	23,327.64	123,043.49	2,304.52	595,272.99	83%	
718 Solid Waste Department	4,177,264.00	4,250,466.13	109,590.64	282,804.84	191,656.33	584,051.81	1,645,983.67	2,020,430.65	48%	
720 Airport	1,263,211.00	1,263,211.00	67,854.56	105,977.39	138,852.57	312,684.52	527,035.92	423,490.56	34%	Encumbrances for the entire year
721 Vehicle Maintenance	924,797.00	924,797.00	43,011.49	99,620.89	64,713.62	207,346.00	3,513.13	713,937.87	77%	
735 Register Of Deeds	317,069.00	317,069.00	15,147.24	26,607.54	21,896.44	63,651.22	48,831.11	204,586.67	65%	Encumbrances for the entire year
741 County Attorney	369,283.00	379,283.00	10,841.56	34,202.09	24,615.46	69,659.11	-	309,623.89	82%	

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent (75%)	Notes
095 Other Financing Uses	415,000.00	415,000.00	-	-		-	-	415,000.00	100%	
Encumbrance Reserve add to Dept	-	(1,404,481.72)								
Total General Fund Expenditures	49,989,477.00	49,989,477.00	2,226,882.30	5,007,398.19	4,303,044.21	11,537,324.70	3,440,782.31	36,415,851.71	73%	

Rock Quarry Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenue										
080 Encumbrance Roll from FY 2019						(5,233,092.90)				Will Show in September Report- 5,233,092.90 Plant
080 Local Revenue	6,690,575.00	6,690,575.00	168,770.45	823,717.69	279,388.13	1,271,876.27	-	5,418,698.73	81%	
Total Revenue	6,690,575.00	6,690,575.00	168,770.45			1,271,876.27	-	5,418,698.73		
Expenditure										
719 Rock Quarry	6,690,575.00	11,923,667.90	332,910.07	892,809.45	245,294.52	1,471,014.04	6,532,625.91	3,920,027.95	33%	
095 Other Financing Uses	750,000.00	750,000.00	-	-		-	-	750,000.00	100%	
Encumbrance Roll Over		(5,233,092.90)								
Total Expenditure	7,440,575.00	7,440,575.00	332,910.07	892,809.45	245,294.52	1,471,014.04	6,532,625.91	4,670,027.95	63%	

Emergency Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
080 Encumbrance Roll from FY 2019						(99,241.19)				Will Show in September Report-
080 Local Revenue	1,500,000.00	1,500,000.00	11,136.01	10,800.63	10,089.42	32,026.06	-	1,467,973.94	98%	Main Collection Months Nov - Feb
Total Revenue	1,500,000.00	1,500,000.00	11,136.01			32,026.06	-	1,467,973.94		
Expenditure										
020 Emergency Services Fund	1,500,000.00	1,599,241.19	3,339.41	3,324.46	4,572.46	11,236.33	-	1,588,004.86	99%	
		(99,241.19)								
Total Expenditures	1,500,000.00	1,500,000.00	3,339.41	3,324.46		11,236.33	-	1,588,004.86	106%	

Sheriff Victims' Services Special Revenue Fund

	Budget	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues									
Assessments/Surcharges	57,000.00	4,570.63	4,046.35		8,616.98	-	48,383.02	85%	Sept Revenue will post on the 15 October
General Fund Transfer	85,000.00	-	-						
Total Revenue	142,000.00	4,570.63			8,616.98	-	48,383.02		
Expenditure									
Victims Services Salaries (2)	140,513.00	6,127.08	14,082.02	9,085.88	29,294.98	-	111,218.02	79%	
Total Expenditures	140,513.00	6,127.08	14,082.02		29,294.98	-	111,218.02	79%	

Solicitor Victims' Services Special Revenue Fund

	Budget	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues									
Assessments/Surcharges	23,000.00	938.35	991.48	-	1,929.83	-	21,070.17	92%	Sept Revenue will post on the 15 October
General Fund Transfer	55,000.00	-	-						
Total Revenue	78,000.00	938.35			1,929.83	-	21,070.17		
Expenditure									
Victims Services Salary (1)	70,698.00	3,347.80	7,992.33	5,328.22	16,668.35	-	54,029.65	76%	
Total Expenditures	70,698.00	3,347.80	7,992.33		16,668.35	-	54,029.65	76%	

911 Communications Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Encumbrance Reserve						(369,836.14)				
AT&T Surcharge	160,000.00	160,000.00	-	10,760.94	-	10,760.94	-	149,239.06	93%	Aug Revenue will post on the 15 Sept
Competitive Local Exchange Carrier	60,000.00	60,000.00	-	3,048.56	-	3,048.56		56,951.44		
State Wireless	70,000.00	70,000.00	-	-	-	-		70,000.00		Aug Revenue was Prior Year Revenue
Budget and Control Board	200,000.00	200,000.00	-	-	-	-		200,000.00		Aug Revenue was Prior Year Revenue
Use of Fund Balance	513,000.00	513,000.00								
Total Revenue	1,003,000.00	1,003,000.00	-	13,809.50	-	13,809.50	-	476,190.50		
Expenditure										
225 Communications 911 Funds	1,003,000.00	1,372,836.14	243,055.39	85,015.17	303,407.05	631,477.61	138,817.96	602,540.57	44%	
Encumbrance Reserve		(369,836.14)								
Total Expenditures	1,003,000.00	1,003,000.00	243,055.39	85,015.17	-	631,477.61	138,817.96	602,540.57	60%	

Tri-County Technical College Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Tax Collections	1,670,000.00	1,670,000.00	14,064.39	12,561.19	12,703.17	39,328.75	-	1,630,671.25	98%	Main Collection Months Nov - Feb
Total Revenue	1,670,000.00	1,670,000.00	14,064.39	12,561.19	12,703.17	39,328.75	-	1,630,671.25		
Expenditure										
TCTC Payments	1,585,200.00	1,585,200.00	-	15,637.06	-	15,637.06	-	1,569,562.94	99%	Payments for the month post the following month on the 15.
Total Expenditures	1,585,200.00	1,585,200.00	-	15,637.06	-	15,637.06	-	1,569,562.94	99%	

Road Maintenance Tax Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Encumbrance Reserve						(1,282,569.13)				
Tax Collections	1,171,920.00	1,171,920.00	9,872.85	8,531.85	8,323.27	26,727.97	-	1,145,192.03	98%	Main Collection Months Nov - Feb
National Forestry Title I	220,000.00	220,000.00	-	-	-	-				
Total Revenue	1,171,920.00	1,171,920.00	9,872.85	8,531.85	8,323.27	26,727.97	-	1,145,192.03		
Expenditures										
Expenditures	1,470,000.00	2,752,569.13	21,402.62	34,687.16	115,913.41	172,003.19	1,333,994.23	1,246,571.71	45%	
Total Expenditures	1,470,000.00	1,470,000.00	21,402.62	34,687.16	115,913.41	172,003.19	1,333,994.23	1,246,571.71	85%	

Economic Development Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Encumbrance Reserve						968,750.70				
Tax Collections	1,327,873.00	1,327,873.00	5,199.73	5,761.96	5,582.53	16,544.22	-	1,311,328.78	99%	Main Collection Months Nov - Feb
FILOT	500,000.00	500,000.00	-	-	-	-	-	500,000.00	100%	Usually Dec - Feb Payments
Total Revenue	1,827,873.00	1,827,873.00	5,199.73	5,761.96	5,582.53	16,544.22	-	1,811,328.78		
Expenditures										
Encumbrance Reserve		(968,750.70)								
Total Expenditures	1,827,873.00	1,827,873.00	4,921.21	9,260.40	8,814.70	22,996.31	1,060,600.97	744,275.72	41%	

Bridge and Culvert Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Encumbrance Reserve						(26,147.94)				
Tax Collections	550,000.00	550,000.00	4,693.49	4,056.07	3,964.61	12,714.17	-	537,285.83	98%	Main Collection Months Nov - Feb
Total Revenue	550,000.00	550,000.00	4,693.49	4,056.07	3,964.61	12,714.17	-	537,285.83		
Expenditures										
Encumbrance Reserve		(26,147.94)								
Total Expenditures	550,000.00	523,852.06	3,885.13	27,363.77	2,528.00	33,776.90	61,636.74	454,586.36	83%	

Capital Equipment & Vehicle Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Tax Collections	1,096,728.00	1,096,728.00	-	-	-	-	-	1,096,728.00	100%	Main Collection Months Nov - Feb
Insurance Proceeds	50,000.00	50,000.00	-	-	-	-	-	50,000.00	100%	
Sale of Capital Assets	50,000.00	50,000.00	-	-	-	-	-	50,000.00	100%	
Transfer from General Capital	129,223.00	129,223.00	-	-	-	-	-	129,223.00	100%	
Transfer from General Fund	275,000.00	275,000.00	-	-	-	-	-	275,000.00	100%	
Total Revenue	1,600,951.00	1,600,951.00	-	-	-	-	-	1,600,951.00		
Expenditures										
Law Enforcement Center	1,600,951.00	1,600,951.00	-	30,978.12	-	30,978.12	-	1,600,951.00	100%	
Airport			-	-	24,963.00	24,963.00	-	(24,963.00)		
Solid Waste			-	-	-	-	216,567.00	(216,567.00)		
Total Expenditures	1,600,951.00	1,600,951.00	-	30,978.12	24,963.00	55,941.12	216,567.00	1,328,442.88	83%	

Debt Service Fund

	Budget	Jul-19	Aug-19	Sep-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues									
Tax Collections	1,969,384.00	188,890.74	26,540.70	25,466.04	240,897.48	-	1,728,486.52	88%	Main Collection Months Nov - Feb
Total Revenue	1,969,384.00	188,890.74	26,540.70	25,466.04	240,897.48	-	1,728,486.52		
Expenditures									
2011 GO Bond Detention Center - Payoff 2031	852,750.00	-	-	-	-	-	852,750.00	100%	Oct 19 and April 20 Payments
2013 GO Bond Echo Hills	221,430.00	-	-	-	-	-	221,430.00	100%	Oct 19 and April 20 Payments
2016B GO Bond Workforce Development Center	398,370.00	-	-	-	-	-	398,370.00	100%	Oct 19 and April 20 Payments
Total Expenditures	1,472,550.00	-	-	-	-	-	852,750.00		

Oconee County Conservation Bank



Oconee County Conservation Bank



❧ Laura Havran	District 1
❧ Andrew Smith	District 2
❧ Deryl "Ryan" Keese	District 3
❧ Marvin Prater	District 4
❧ Frank Ables	District 5
❧ Emily Hitchcock	At Large
❧ Frances Rundlett	At Large

OCCB History



- ❧ **SC Grass Roots - Land Legacy Initiative in 2000**
 - ❧ Urban lands are increasing
 - ❧ Preserve greenways, open space, and parks
 - ❧ Promote balanced growth for quality of life
 - ❧ Wildlife habitats, sites of historical & unique ecological significance, forestlands, farmlands, & watersheds

- ❧ 2002 - SC General Assembly passed South Carolina Conservation Bank Act with implementation in 2004-2005

OCCB History



OCONEE COUNTY

- ❧ Concerned Citizens organized after the successful fight to save Stumphouse Tunnel

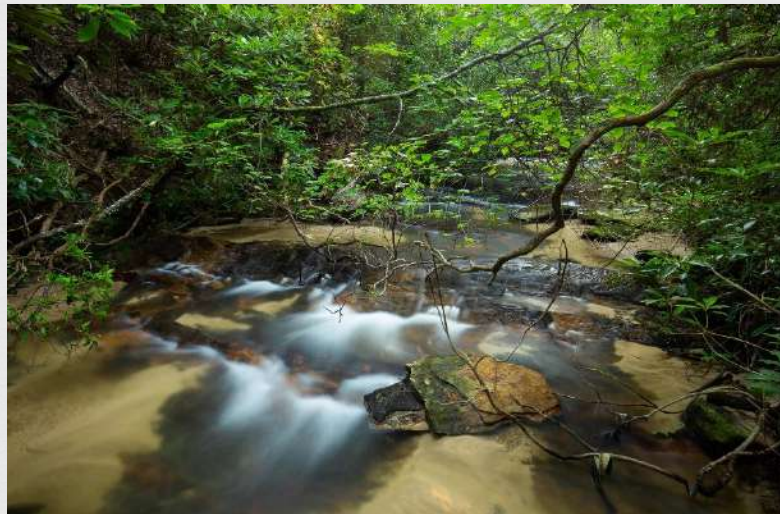
- ❧ 2011 - Oconee County Council established Oconee County Conservation Bank – OCCB
 - ❧ Modeled after South Carolina Conservation Bank

- ❧ Protect lands with significant natural, cultural or historic resources by providing a financial incentive to eligible landowners via conservation easements or fee simple title

OCCB



- ☞ First years spent establishing process and forms, including Statement of Interest, Application, Criteria Ranking, and looking for funding



OCCB History



- ❧ 2016 - Duke Energy invested \$1.4 million in SC to protect wildlife habitats & promote land conservation as required by the original FERC license
- ❧ \$618,000 to OCCB for preservation of natural resources:
 - ❧ Regional land conservation
 - ❧ Wildlife habitat
 - ❧ Clean air and clean water
 - ❧ Ecologically and culturally significant resources

Oconee County Conservation Bank



OCCB Grant Awards

- ❧ 10% of Conservation Value of property
- ❧ Ordinance 2-403 criteria:



Oconee County Conservation Bank



- ❧ Environmental Sensitivity
- ❧ Proximity to Protected Land
- ❧ Historic/Cultural Features
- ❧ Prime/Important Statewide Soils
- ❧ Actively Farmed
- ❧ Public Access
- ❧ Public Visibility and Scenic Views
- ❧ Location
- ❧ Potential for Development
- ❧ Size

Oconee County Conservation Bank



ELIGIBLE RECIPIENTS

❧ Oconee Soil and Water Conservation District

- ❧ 17 easements protecting 2,3224.92 acres
- ❧ Easements pending 254.43 acres

❧ Upstate Forever

- ❧ 21 conservations easements on 4,430 acres

❧ The Naturaland Trust

- ❧ Oconee Town 53.68 acres fee simple

Oconee County Conservation Bank



OCCB Awards

Date	Amount	Acres	Landowner	Notes
2017, Dec. 18	\$ 7,500	94.1	Powell	Westminster
2019, March 28	\$ 9,567.33	53.68	Naturaland Trust	UF easement; Oconee Town
Pending	\$ 12,500	26.26	Morris	Tamassee
Pending	\$ 8,100	36.8	Moore	Westminster
Pending	\$ 58,000	193	Cliff Timber LLC	South of Devils Fork State Park

Oconee County Conservation Bank



Oconee Town – Todd Farms Family LP Naturaland Trust & Upstate Forever

- ❧ Significant archeological, historical SC assets
- ❧ Connect to Sumter National Forest via Oconee Station
- ❧ Habitat for black bear, fox, bobcat, turkey, grouse
- ❧ Scenic View of Tamassee Knob
- ❧ Public Access and Trails

Oconee County Conservation Bank



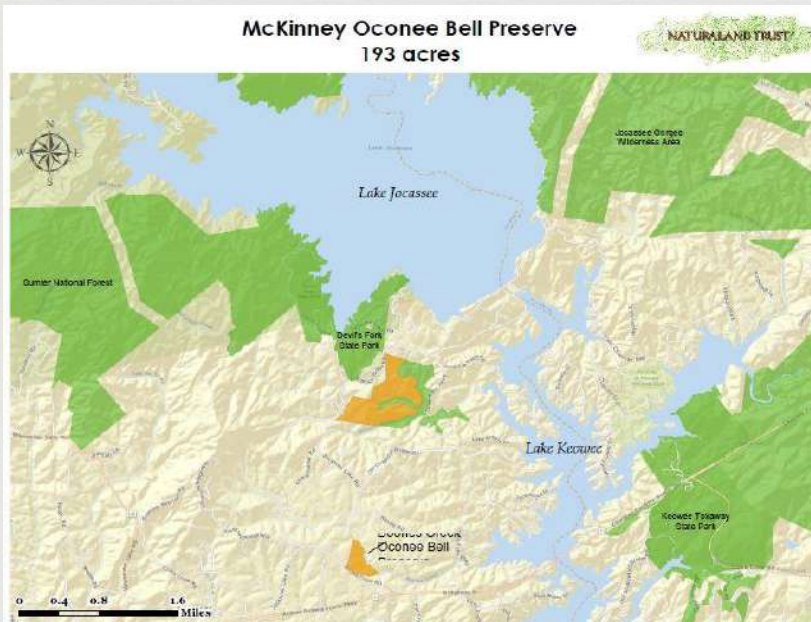
Oconee Town Village Site 2009 Archeological Dig: Bowl



Oconee County Conservation Bank



McKinney Creek Oconee Bell Preserve – Cliff Timber LLC
The Naturaland Trust



Oconee County Conservation Bank



McKinney Creek Oconee Bell Preserve



- ❧ 193 acres w/ mature forest
- ❧ Proximity to Devils Fork SP
- ❧ Tributary of Lake Keowee
- ❧ Public drinking water
- ❧ Oconee Bells
- ❧ Unlimited public access
- ❧ Waterfalls, shoals & ravines
- ❧ Tracks of bobcat and bear

Oconee County Conservation Bank



☞ FUNDING:

- ☞ No Taxpayer Dollars
- ☞ Duke Energy
- ☞ Private Donors
- ☞ Interest Bearing Account



Oconee County Conservation Bank



❧ Future Funding:

- ❧ Establish a Track Record
- ❧ Presentations to Private Groups and Individuals
- ❧ Duke Energy
- ❧ IDEAS?