### LIMITED IN-PERSON ATTENDANCE PERMITTED

Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a "first-come" basis.

Additionally, to ensure the meeting otherwise remains open to the public, we will continue to broadcast it live on the County's YouTube channel, which can be found via the County's website at Oconeesc.com. Further, the public may call in and listen by dialing 888-475-4499 OR 877-853-5257 and entering meeting ID # 824 6487 5277. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.



# UPDATED AGENDA

# OCONEE COUNTY COUNCIL MEETING March 16, 2021 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.]

If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at <u>ksmith@oconeesc.com</u> or 864-718-1023, so that she may receive your comment and read it into the record.

### **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**

• March 2, 2021 Regular Minutes

## Administrator Comments & Approval of 2021 Strategic Plan Report

### **Attorney Comments**

### **Public Hearings for the Following Ordinances**

If you would like to be heard during either of the public hearings, please contact Clerk to Council Katie Smith at <u>ksmith@oconeesc.com</u> or 864-718-1023 so that she may coordinate your participation by telephone.

### Ordinance 2021-07 "AN ORDINANCE INCREASING THE "NOT TO EXCEED" TAX RATE

#### **COUNCIL MEMBERS**

John Elliott, Chair, District I Paul Cain, Vice-Chair, District III Julian Davis, III, Chair Pro Tem, District IV Matthew Durham, District II Glenn Hart, District V

FOR THE KEOWEE FIRE TAX DISTRICT FROM 14.5 MILLS TO 17.5 MILLS, CONSISTENT WITH ARTICLE VI OF OCONEE COUNTY ORDINANCE 2003-12, WHICH ESTABLISHED THE KEOWEE FIRE TAX DISTRICT AND KEOWEE FIRE COMMISSION."

General Government matter

### Third Reading of the Following Ordinances

**Ordinance 2021-07** [see caption above]

### **Second Reading of the Following Ordinances**

[None Scheduled.]

### First Reading of the Following Ordinances

Ordinance 2021-08 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY AND A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT RISE" (THE "COMPANY"), WHEREBY OCONEE COUNTY WILL ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH THE COMPANY; AND ALLOWING FOR THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO THE COMPANY; PROVIDING FOR THE LOCATION OF THE COMPANY'S PROPERTY IN A JOINT COUNTY INDUSTRIAL PARK; AND OTHER MATTERS RELATING THERETO."

An Economic Development matter First reading in title only due to project development timeline

### First & Final Reading for the Following Resolutions

Resolution 2021-05 "A RESOLUTION AUTHORIZING OCONEE COUNTY TO ENTER INTO AN INTERGOVERNMENTAL TRANSFER AGREEMENT WITH THE CITY OF SENECA, WHEREBY THE COUNTY WILL ACCEPT THE TRANSFER OF APPROXIMATELY 88.492 ACRES OF REAL PROPERTY, ALONG WITH CERTAIN EASEMENT RIGHTS IMPACTING ADJACENT LAND, ALL FOR PURPOSES RELATED TO SOLID WASTE DISPOSAL; AND OTHER MATTERS RELATED THERETO."

General Government matter

### **Discussion Regarding Action Items**

Reroof Seneca Library / Facilities Maintenance / Project: \$69,850.00

**Contingency:** \$6,985.00

**Total Award: \$76,835.00** 

**Budget:** \$76,835.00 / **Project Cost:** \$76,835.00 / **Balance:** \$0.00

This bid was issued January 29, 2021 to select a Contractor to reroof the Seneca Library. This bid was advertised and emailed to four bidders. On February 25, 2021, formal sealed bids were opened. Twelve (12) companies submitted bids with IES Coatings Inc., DBA: IES Roofing of Greenville, SC, submitting the lowest responsive and responsible bid of \$69,850.00.

It is the staff's recommendation that Council [1] approve the award of bid ITB 20-03, Reroof Seneca Library to IES Coatings Inc., DBA: IES Roofing of Greenville, SC in the amount of \$69,850.00, plus a

#### **COUNCIL MEMBERS**

John Elliott, Chair, District I

Julian Davis, III, Chair Pro Tem, District IV

Glenn Hart, District V

Paul Cain, Vice-Chair, District III

Matthew Durham, District II

10% contingency of \$6,985.00, for a total award of \$76,835.00 and [2] authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

# Council Approval to Add Medical Examiner/Forensic Pathologist Position in Coroner's Office

Due to extenuating circumstances, it was not in the County's best interest to renew the intergovernmental agreement between Anderson County, Abbeville County, Greenwood County, and Oconee County regarding joint medical examiner services for the respective coroner's offices. To balance out the loss of services due to the County's termination of this agreement, it has been recommended that the County add a medical examiner/forensic pathologist position in the coroner's office. The selected candidate will be responsible for professional forensic pathologist services including performing autopsies and exams, generating examination reports, and consulting with law enforcement and coroner's office staff. Coroner, Karl Addis has recommended adding this position in the coroner's office at \$65,000 annually.

This is an essentially budget neutral action. Reimbursement costs under the intergovernmental agreement were previously paid out of the professional services line item.

It is staff's recommendation that Council approve adding this position in the coroner's office at \$65,000 annually.

### PRT Commission-Local ATAX Recommendations / Spring 2021 Cycle / \$163,034

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

It is staff's recommendation to approve the local ATAX Spring 2021 Cycle in the amount of \$163,034.00.

### **Board & Commission Appointments**

The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1<sup>st</sup> quarter of 2021] appointment and/or reappointment as follows:

### **Building Codes Appeal Board**

1 At-Large Seat: No questionnaire on file for this seat

### **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] Discussion regarding an Economic Development matter, Project Ocean.

### **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.

#### **COUNCIL MEMBERS**

John Elliott, Chair, District I Paul Cain, Vice-Chair, District III
Julian Davis, III, Chair Pro Tem, District IV Matthew Durham, District II
Glenn Hart, District V

#### OCONEE CODE OF ORDINANCES

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

- (a) Purpose. The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

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

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

- (c) Prohibited acts. It shall be unlawful for any person to:
  - (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
  - (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
  - (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
  - (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
  - (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
  - (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) Penalty for violation of section. Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

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

AN ORDINANCE INCREASING THE "NOT TO EXCEED" TAX RATE FOR THE KEOWEE FIRE TAX DISTRICT FROM 14.5 MILLS TO 17.5 MILLS, CONSISTENT WITH ARTICLE VI OF OCONEE COUNTY ORDINANCE 2003-12, WHICH ESTABLISHED THE KEOWEE FIRE TAX DISTRICT AND KEOWEE FIRE COMMISSION.

WHEREAS, Oconee County Ordinance 2003-12 established the Keowee Fire Tax District and its governing board, the Keowee Fire Commission, consistent with the results of a special referendum election held on August 12, 2003. A copy of Ordinance 2003-12 is attached hereto as Exhibit A; and

WHEREAS, Article VI of Ordinance 2003-12 set forth the mechanism whereby the "not to exceed" tax rate for the Keowee Fire Tax District could be increased from its initial limit of 14.5 mills; and

WHEREAS, Oconee County Ordinance 2006-13 amended certain provisions of Ordinance 2003-12, but it did not increase the "not to exceed" tax rate or change the mechanism to alter the tax rate; and

WHEREAS, consistent with Article VI, Section 6.01 of Ordinance 2003-12, the Keowee Fire Commission notified citizens of its intent to consider raising the "not to exceed" tax rate by notice in *The Journal*, a newspaper of general circulation in the County, a copy of which is attached hereto as Exhibit B. (See also the Fire Commission's Official Statement attached hereto as Exhibit C.)

WHEREAS, on January 19, 2021, consistent with Article VI, Section 6.02 of Ordinance 2003-12, the Keowee Fire Commission voted to increase the "not to exceed" tax rate from 14.5 mills to 17.5 mills and has submitted the required written request to the Oconee County Council (the "Council"), a copy of which is attached hereto as Exhibit D.

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

- 1. Council finds that the Keowee Fire Commission has complied with the requirements outlined in Ordinance 2003-12 for increasing the "not to exceed" tax rate for the Keowee Fire Tax District from 14.5 mills to 17.5 mills.
- 2. Ordinance 2003-12 is hereby amended in all relevant parts so that the "not to exceed" tax rate is now established at 17.5 mills.

- 3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
- 4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- 5. All other terms, provisions, and parts of the Oconee County Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.
- 6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINED in meeting, duly asser	mbled, this day of	, 2021
ATTEST:		
Katie D. Smith	John Elliott	
Clerk to Oconee County Council	Chair, Oconee County Council	

First Reading:

February 16, 2021

Second Reading:

March 2, 2021

Third Reading:

March 16, 2021

Public Hearing:

March 16, 2021

### **EXHIBIT A**

# STATE OF SOUTH CAROLINA COUNTY OF OCONEE, ORDINANCE 2003-12

# ESTABLISHMENT OF THE KEOWEE FIRE TAX DISTRICT, AND ESTABLISHMENT OF THE KEOWEE FIRE COMMISSION, AND RENAMING OF THE KEOWEE KEY FIRE DEPARTMENT

### ARTICLE I: FINDINGS OF FACT

Pursuant to S.C. Code Section 4-9-30, over fifteen percent (15%) of the electors within Oconee Fire District #17, which is served by the Keowee Key Fire Department (herein renamed the Keowee Fire Department and hereinafter referred to as the "Fire Department"), have signed a petition to Oconee County Council to hold a special referendum election to approve the establishment of a special tax district designated in the petition as The Keowee Special Tax District For Fire Protection (herein renamed the Keowee Fire Tax District and hereinafter referred to as the "Tax District"), and to establish an elected Commission (herein named the Keowee Fire Commission and hereinafter referred to as the "Commission") to represent the citizens in the Tax District, and to operate the Tax District.

The petition defines the Tax District outer boundaries to be the same as the boundaries of Oconee Fire District #17, and excludes the Duke Power Nuclear Site from the Tax District area but not from the Oconee Fire District #17 area. The petition also specifies that the Commission will have the authority to a) set an annual budget for the Fire Department to be funded in part by a special property tax at a rate not to exceed 14.5 mills, b) negotiate a separate annual fire protection fee arrangement with Duke Power, and c) appoint a fire chief to manage the Fire Department.

On August 12, 2003, a Special Referendum Election was held in which the electors within the proposed Tax District area voted to establish the Tax District, the Commission, and elected its initial five Commissioners.

# ARTICLE II: ESTABLISHMENT OF THE KEOWEE FIRE TAX DISTRICT

Section 2.01, Establishment And Purpose. The special tax district for fire protection is hereby established and is named the *Keowee Fire Tax District* (hereinafter referred to as the Tax District). Its purpose is to ensure all property owners within its boundaries share in the costs of maintaining a paid, professional fire fighting staff, and the costs of necessary equipment and facilities to meet the fire protection objectives established jointly by the Commission and the Fire Department on behalf of property owners. The special tax levied within the Tax District shall not replace or reduce the amount of equipment, maintenance or funds that are supplied by the county to all county fire districts from its general budget for fire protection.

# Section 2.02, Boundaries Of The Tax District. The boundaries of the Tax District area are:

Starting at the intersection of Highways 130 and 183 near the Wachovia Bank, traveling North on Highway 130 to the first bridge, at the Cove subdivision, bordering on the East and West by Lake Keowee.

At the intersection of Highway 130 and Nimmons Bridge Road, North on Nimmons Bridge Road to and including Keowee Town Landing. All areas East of Nimmons Bridge Road bordered by Lake Keowee and West of Nimmons Bridge Road to Stamp Creek. West on Highway 183 to the first bridge (High Falls Bridge), bordered by Lake Keowee to the South and all property North.

From the intersection of Highway 130 and 183 (South of the Oconee Nuclear Site) to the Pickens County line.

South on Highway 130 to the first dike on Lake Keowee (.6 miles South of Katelyn Road). All areas bordered on the East and West by Lake Keowee.

Excluding however, all property within these aforementioned boundaries known as the Oconee Nuclear Site and owned by Duke Power, having as its boundaries Lake Keowee to the North and West, Highway 183 to the South (including the Duke Power Operations Center), and the Pickens County line to the East.

### ARTICLE III: ESTABLISHMENT OF THE COMMISSION

Section 3.01, Establishment And Purpose. The special tax district commission is hereby established and is named *The Keowee Fire Commission* (hereinafter referred to as the "Commission"). Its purpose is to represent the citizens of the Tax District in setting and maintaining fire protection objectives, in setting the annual Fire Department budget, and in employing a Fire Chief to manage the day-to-day Fire Department operations and personnel.

Section 3.02, Election Of Commissioners. The Commission shall consist of five Commissioners, each elected to a two-year term in the regular November general election in even numbered years. The five candidates with the highest number of votes shall be elected as Commissioners and the term of office shall begin on January 1 following the November election. Candidates for Commissioner shall be qualified electors of the Tax District and shall meet the candidate filing and reporting requirements of the county. Up to five initial Commissioners shall be elected in a special election held on August 12, 2003 and shall take office upon their election for terms ending December 31, 2004.

Section 3.03, Filling Of Vacancies. Any vacant seat on the Commission shall remain vacant until it is filled in a regular general election. In the event all five Commission seats become vacant, County Council shall appoint one person, who is a qualified elector of the Tax District, to serve as Acting Commissioner only until such time as an election can be held and one or more new Commissioners are elected.

# ARTICLE IV: AUTHORITY AND RESPONSIBILITIES OF THE COMMISSION

Section 4.01, Budget Authority. The Commission shall have the authority and responsibility to adopt an annual calendar year budget for the Fire Department, negotiate an annual fee for fire protection with Duke Power, and identify the net amount to be funded by the county as a special property tax subject to a "not to exceed" tax rate of 14.5 mills or an amended "not to exceed" tax rate as provided in Article VI herein, and to borrow for temporary cash needs or capital expenses which are budgeted for funding over more than a single calendar year.

Section 4.02, Legal Authority. The Commission shall have the authority to enter into contracts and agreements, purchase or lease land, facilities and equipment, obtain outside services, establish bank accounts, and otherwise legally commit the Tax District as needed to provide its adopted and budgeted level of fire fighting capability and fire prevention programs, and the responsibility of meeting the resulting obligations it has incurred on behalf of the Tax District. The Commission shall also have the authority and responsibility to develop or adopt rules and regulations deemed necessary to ensure fire and life safety in Fire Department operations.

Section 4.03, Operating Authority. The Commission shall have authority to appoint or replace a Fire Chief, to establish the Fire Chief's compensation, to set overall management, operating, and financial objectives for the Fire Department and to adopt bylaws for the Commission and its administration of the Tax District. The Fire Chief shall be responsible for meeting the management, operating and financial objectives, and shall have day-to-day operating authority over the Fire Department and its paid and volunteer staff.

Section 4.04, Reporting Responsibilities. Each year, the Commission shall prepare an annual report on operating and financial results, shall provide copies to citizens on request, and shall hold a public hearing to present the report and hear citizen comments within three months of the calendar year-end. The Commission shall also be responsible for the biannual filing to the SC Secretary of State and County Auditor as required by SC Act 488 of 1984.

Section 4.05, Meeting Obligations. As a government entity with taxation authority, the Commission is subject to South Carolina statutes regarding notification and conduct of meetings.

# ARTICLE V: COUNTY BUDGET REQUIREMENTS

Section 5.01, Budget Submission Requirements. The Commission shall meet the following requirements for submitting its annual budget request for special property tax funding of the Fire Department.

a) The submitted budget shall identify the total amount of Fire Department expenses for the next full calendar year, and shall show a breakdown of the total by general categories of expense. The budget shall also show a breakdown of expected

sources of fee revenue and the net amount to be billed and collected by the county as a special property tax levy.

- b) The budget shall include a written certification by the Commission that at least one public hearing on the budget has been held for citizens prior to finalizing it for submission to the county, and the results of a roll-call Commission vote adopting the submitted budget.
- c) The budget shall be submitted to the Chief Administrative Officer of Oconee County within a county budget submission schedule, but in the event notification of the submission schedule provides insufficient lead-time for the Commission to comply, the submission deadline shall be extended by mutual agreement.

Section 5.02, Failure To Comply With County Submission Requirements. In the event the Commission fails to meet the requirements in Section 5.01, the Chief Administrative Officer of the county shall provide written notification to the Commission and County Council of the failure. Upon such notification, County Council shall act to fund the Tax District at the previous year's actual millage rate.

Section 5.03, Failure Of Submitted Budget To Fall Within "Not To Exceed" Tax Rate. If the submitted budget amount fails to result in a tax rate within the initial 14.5 mills "not to exceed" tax rate, or a subsequently adopted amendment of the "not to exceed" tax rate, the Chief Administrative Officer shall notify the Commission and County Council, and County Council shall act to fund the Tax District at no more than the "not to exceed" tax rate then in effect.

### ARTICLE VI: REVISION OF THE "NOT TO EXCEED" TAX RATE

The Commission shall have the authority to initiate adoption of an increase in the "not to exceed" tax rate, subject to taxpayer notification and public hearing requirements herein.

Section 6.01, Taxpayer Notification And Public Hearing. The Commission shall notify citizens, via Commission chosen public advertising methods, of its intention to raise the "not to exceed" tax rate, and how citizens can obtain copies of an official Commission statement, which shall include the following information:

- a) The current and the intended "not to exceed" tax rates, and the tax amounts that would be levied at both "not to exceed" tax rates for representative examples defined by the Commission of residential and personal property.
- b) An explanation of why the current "not to exceed" tax rate is insufficient, and a projection of years the intended "not to exceed" tax rate is likely to last.

c) The scheduled date, time and place of a formal public hearing to be conducted by the Commission on revision of the "not to exceed" tax rate, and an explanation of how taxpayers can ensure their comments will be heard at the public hearing.

Section 6.02, Commission Final Decision And Submission To County Council. The Commission shall make its final decision on the intended change in the "not to exceed" tax rate by a roll-call vote of its Commissioners before adjourning the formal public hearing. If the Commission decides to proceed, its final decision on the tax rate and supporting details shall be submitted in writing as a request to County Council for its action to adopt the specified new "not to exceed" tax rate as an amendment to this ordinance.

Section 6.03, County Council Action. County Council shall determine whether the Commission request is in compliance with the requirements stated in Sections 6.01 and 6.02 above, and upon such determination shall initiate the requested amendment to this ordinance. The requested "not to exceed" tax rate will take effect upon County Council adoption of the requested amendment.

### ARTICLE VII: SEVERABILITY PROVISION

Section 7.01 Invalid Items. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

APPROVED ON THIRD & FINAL READING THIS 19th day of August 2003.

Harry R. Hamilton

Interim Supervisor-Chair Oconee County Council

Attest:

Opal O. Green Clerk to Council

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EXHIBIT B

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# Exhibit C Keowee Fire Tax District

The Keowee Fire Commission and the members of the Keowee Fire Department ask for your support to raise the "not to exceed" millage rate by 3 mils. Raising the millage rate will provide critical funding opportunities to keep our services and response level appropriate for the district and keep the safety of our firefighters as a top priority.

### **Background**

Since 2004 the Keowee Fire Tax District has been committed to operating within the boundaries of the "not to exceed" millage cap of 14.5. In 2004, the Fire Department operated on a \$346,000 budget, responded to 72 fire calls, had 22 volunteers and 4 paid staff. The district population was just over 5000 people.

Over the last 16 years, the Keowee Fire Commission and Fire Department staff have worked hard to maintain adequate response services to a growing community while operating inside the financial boundaries set forth in the establishing ordinance. We survived three county-wide property reassessments and the economic turndown of 2008 through diligent management of our resources.

Now 16 years later, we are still operating within the same tax rate established in 2004 but the population of the district has more than doubled, the call volume has increased almost 700%, and the number of volunteers has significantly declined. With the decline in volunteers and the increased demand for fire and EMS response, the district has had no choice but add services, personnel, and equipment. Today, the department operates out of 3 stations, with a paid staff of 24, 5 volunteers, and an annual operating budget of \$882,000.

The Commission has made a strong effort to operate within the 14.5 mils by relying on increased property values and district growth to absorb cost. Unfortunately, we have arrived at a point where it is no longer feasible. The increased cost of replacing older equipment, maintaining adequate staffing, marked increase funding of the state retirement system, and the upkeep of three stations requires an adjustment to the "not to exceed millage." Beginning in 2022 staffing levels would need to be reduced, which would compromise not only the safety of the people we protect, but also the safety of our firefighters. Replacing equipment and apparatus that has exceeded its service life would no longer be possible and the department will be forced to begin spending money from reserves to fund the day to day operation.

Raising the millage rate to 17.5 or \$12 per \$100,000 appraised value, will provide critical funding opportunities to keep our services and response level appropriate for the district. Increasing staff, replacing our 1991 ladder truck, maintaining our stations in good working order, continued replacement of generators, saws, extrication tools, and air packs, as they reach their service life, and keeping the safety of our firefighters as a top priority are just a few examples of how those funds will be used.

The Keowee Fire Commission believes their dedication to an efficient, budget conscious operation has been proven over the last 16 years and ask for your support as they seek an increase in funding.

### **Accomplishments**

- Reduced the ISO rating from a 7/9 to a class 3 for the entire district
- Constructed a new headquarters station
- Constructed a second station on the south end of the district which lowered the ISO rating and increased public safety
- Licensed as a SC DHEC EMS non-transporting response agency
- Require all new hires to be EMT-B or higher certified
- Partnership with Prisma Health to house an ambulance 12hrs/day
- Partnership with Oconee Sheriff's office to provide deputies a substation
- Wrote and awarded over \$400,000 in grants for needed equipment
- Increased paid staffing to meet the increased call volume
- Partnership with Oconee County to add a marine unit to Lake Keowee
- Maintained greater than 3000hrs of training annually
- · Special operations: Dive rescue, Trench, Radiological response
- Maintained all equipment at a ready to respond level
- Purchased a new Rescue Engine (Delivery 4/20)

# EXHIBIT D KEOWEE FIRE DEPARTMENT

115 Maintenance Road

Salem, SC 29676 Phone: (864) 944-8666 Fax: (864) 944-8420 www.KeoweeFire.com

Oconee County Council 415 S. Pine Street Walhalla SC 29691 February 9, 2021

The Keowee Fire District Commission pursuant with the authority and responsibilities of the commission as outlined in the establishing ordinance, hereby request that the Oconee County Council take action to increase the "not to exceed" tax rate from 14.5 to 17.5.

### Background

Since 2004 the Keowee Fire Tax District has been committed to operating within the boundaries of the "not to exceed" millage cap of 14.5. In 2004, the Fire Department operated on a \$346,000 budget, responded to 72 fire calls, had 22 volunteers and 4 paid staff. The district population was just over 5000 people.

Over the last 16 years, the Keowee Fire Commission and Fire Department staff have worked hard to maintain adequate response services to a growing community while operating inside the financial boundaries set forth in the establishing ordinance. We survived three county-wide property reassessments and the economic turndown of 2008 through diligent management of our resources.

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The Commission has made a strong effort to operate within the 14.5 mils by relying on increased property values and district growth to absorb cost. Unfortunately, we have arrived at a point where it is no longer feasible. The increased cost of replacing older equipment, maintaining adequate staffing, marked increase funding of the state retirement system, and the upkeep of three stations requires an adjustment to the "not to exceed millage." Beginning in 2022 staffing levels would need to be reduced, which would compromise not only the safety of the people we protect, but

### KEOWEE FIRE DEPARTMENT

115 Maintenance Road Salem, SC 29676 Phone: (864) 944-8666 Fax: (864) 944-8420

www.KeoweeFire.com

also the safety of our firefighters. Replacing equipment and apparatus that has exceeded its service life would no longer be possible and the department will be forced to begin spending money from reserves to fund the day to day operation.

Raising the millage rate to 17.5 or \$12 per \$100,000 appraised value, will provide critical funding opportunities to keep our services and response level appropriate for the district. Increasing staff, replacing our 1991 ladder truck, maintaining our stations in good working order, continued replacement of generators, saws, extrication tools, and air packs, as they reach their service life, and keeping the safety of our firefighters as a top priority are just a few examples of how those funds will be used.

The Keowee Fire Commission believes their dedication to an efficient, budget conscious operation has been proven over the last 16 years and ask for your support as they seek an increase in funding.

Leo Primeau Chairman

Keowee Fire Commission

## STATE OF SOUTH CAROLINA COUNTY OF OCONEE RESOLUTION 2021-05

A RESOLUTION AUTHORIZING OCONEE COUNTY TO ENTER INTO AN INTERGOVERNMENTAL TRANSFER AGREEMENT WITH THE CITY OF SENECA, WHEREBY THE COUNTY WILL ACCEPT THE TRANSFER OF APPROXIMATELY 88.492 ACRES OF REAL PROPERTY, ALONG WITH CERTAIN EASEMENT RIGHTS IMPACTING ADJACENT LAND, ALL FOR PURPOSES RELATED TO SOLID WASTE DISPOSAL; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina ("County"), is a body politic and corporate and a political subdivision of the State of South Carolina; and

WHEREAS, the City of Seneca, South Carolina ("City"), is a body politic and corporate and a political subdivision of the State of South Carolina; and

WHEREAS, City is the owner of certain real property consisting of approximately 88.492 acres (the "Property"); and

WHEREAS, City desires to transfer the Property, and County desires to accept the Property, all pursuant to the Intergovernmental Transfer Agreement (the "Agreement"), attached hereto as Exhibit A; and

WHEREAS, City desires to transfer certain easement rights impacting land adjacent to the Property in order to further facilitate County's solid waste operations, and County desires to accept such easement rights, all pursuant to the Easement Agreement, attached hereto as Exhibit B.

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

- 1. Acceptance of Property and Easement Rights Approved. The acceptance of the Property and the easement rights from the City is hereby approved, subject to the terms and conditions of the Agreement and the Easement Agreement; and the County Administrator is authorized to undertake all lawful actions, consistent herewith, as may be necessary and appropriate to obtain the Property and easement rights for the County.
- 2. <u>Intergovernmental Transfer Agreement Approved</u>. The Intergovernmental Transfer Agreement is hereby approved, and the County Administrator is authorized to execute and deliver the Agreement in substantially the same form as <u>Exhibit A</u>.
- 3. <u>Easement Agreement Approved</u>. The Easement Agreement is hereby approved, and the County Administrator is authorized to execute and deliver the Easement Agreement in substantially the same form as Exhibit B.

- 4. <u>Related Documents and Instruments; Future Acts</u>. The County Administrator is hereby authorized to negotiate such other documents and instruments as may be necessary or incidental to the Agreement and the Easement Agreement, and to deliver any such documents and instruments on behalf of the County.
- 5. <u>Severability</u>. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Resolution.
- 6. <u>General Repeal</u>. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- 7. This Resolution shall take effect and be in full force after enactment by Oconee County Council.

RESOLVED in meeting, duly asse	embled, this of, 2021.
	OCONEE COUNTY, SOUTH CAROLINA
ATTEST:	John Elliott, County Council Chair Oconee County, South Carolina
Katie Smith, Clerk to County Council Oconee County, South Carolina	

### EXHIBIT A - R2021-05

STATE OF S	OUTH CAROLINA	)	INTERGOVERNMENTAL TRANSFER AGREEMENT
COUNTY OF	OCONEE	Ś	
this Seneca, a bod ("City") and C	day of	te and	agreement ("Agreement") is made and entered into as of, 2021 ("Effective Date") by and between the City of a political subdivision of the State of South Carolina ic and corporate and a political subdivision of the State
of South Caro	lina ("County").		

WHEREAS, City and County entered into a Lease agreement (the "Lease"), effective July 1, 1990 and expiring June 30, 2020, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the Lease, County was permitted to use certain City-owned property for solid waste disposal operations, subject to applicable local, state, and federal law; and

WHEREAS, subsequent to the execution of the Lease, additional property owned by City was incorporated into County's solid waste disposal operations, the entire property being collectively referred to herein as the "Property," which is more particularly described on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, Section 5-7-40 of the South Carolina Code of Laws authorizes City to transfer or otherwise dispose of interests in real and personal property; and

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws authorizes County to acquire interests in real and personal property; and

WHEREAS, City desires to transfer its ownership interests in the Property to County, and County desires to accept ownership of the Property, all subject to the covenants, terms, and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, City and County, each a "Party" and collectively the "Parties," agree as follows:

### **AGREEMENT**

- 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
- 2. <u>Transfer of the Property</u>. Upon the terms and conditions hereinafter described, City shall convey and County shall accept the Property, which shall include: all easements, if any,

<sup>&</sup>lt;sup>1</sup> The Lease was effectively extended by that certain Continued Operation and Use Agreement, effective as of July 1, 2020.

benefiting the Property; all timber, mineral, landscaping, foliage, tenements, hereditaments, privileges, rights and appurtenances pertaining to the Property; all buildings and improvements located on the Property; and, any licenses, permits, authorizations, consents, waivers, and approvals pertaining to the Property.

- Purchase Price. The purchase price for the Property shall be the sum of Ten and 00/100 (\$10.00) Dollars, to be paid at the time of the closing of this transaction, as hereinafter provided.
- 4. Conveyance by General Warranty Deed. City shall transfer the Property by means of a general warranty deed, conveying fee simple title to the Property free and clear of all liens and encumbrances, except for such matters as are acceptable to County.
- 5. Inspection Period. County shall have until 5:00 o'clock p.m. (Eastern Time Zone) on the day which is ninety (90) days after the Effective Date of this Agreement (the "Inspection Period") to make whatever investigations or inspections, including as to matters of title, and to conduct whatever activities it determines necessary with regard to the Property and the transaction contemplated by this Agreement. County shall have reasonable access to Property for purposes of same. County may, at its sole discretion and for any reason or no reason, after such investigations, inspections, and activities, terminate this Agreement provided that County provides written notice of such termination to City prior to expiration of the Inspection Period. In the event County so terminates this Agreement, the Parties shall have no further obligation to one another except for any applicable obligations that expressly, or as implied by their terms, survive termination or expiration of this Agreement.
- 6. Closing Costs. Except as otherwise expressly provided herein, City shall pay all charges and costs of closing customarily paid by sellers in the State of South Carolina, and County shall pay, on the date of closing, the cost of a title commitment and related policy premium, if any, all recording costs, and the cost of any inspections, and other charges and costs of closing customarily paid by purchasers in the State of South Carolina. Each Party shall pay its own attorneys' fees.
- 7. <u>Proration of Taxes</u>. Ad valorem property taxes shall be prorated between the Parties as of the date of closing. City represents that all ad valorem real property taxes, to the extent levied, except for taxes not yet due and payable, have been paid in full.
- 8. Closing. This transaction shall close on a date agreeable to the Parties but not later than 5:00 p.m. (Eastern Time Zone) on a date which is ninety (90) days after the Effective Date.
- 9. <u>City's Deliverables</u>. City shall, to the extent the same have not previously been provided, provide to County, no later than fifteen (15) days after the Effective Date, the latest copies of any currently existing (a) surveys, (b) environmental reports, (c) Property condition reports, and (d) any other pertinent documents within City's possession.
- 10. Possession. Possession of the Property shall be delivered to County at closing.

### 11. City's Representations and Warranties. City represents and warrants to County as follows:

- a. <u>Status</u>. It is a body politic and corporate and a political subdivision of the State of South Carolina.
- b. <u>Authority</u>. This Agreement constitutes a legal, valid, and binding obligation of City and is enforceable against City in accordance with its terms. The execution and delivery of this Agreement, and City's performance under this Agreement, are within City's powers and have been duly authorized. Any person executing this Agreement on behalf of City has the authority so to act.
- c. <u>Third parties</u>. No consent, approval, or authorization of any third party is required in connection with the valid execution of this Agreement or to permit the consummation of the transaction contemplated hereby, and the execution, delivery and performance of this Agreement by City will not result in a breach of, or constitute a default under, any instrument or agreement to which City is bound.
- d. <u>Litigation</u>. There is no claim, action, suit, or proceeding pending, or, to the knowledge of City, threatened, before any court, arbitrator, or administrative governmental body which could adversely affect any action taken or to be taken by City pursuant to this Agreement, or which could adversely affect City's ability to consummate the transactions contemplated by this Agreement.
- e. <u>Contracts</u>. Other than this Agreement, there are no existing contracts for the sale, exchange, or transfer of the Property or any portion thereof.
- f. <u>Condemnation</u>. To the best of City's knowledge, there are no pending condemnation proceedings affecting all or any part of the Property, and to the best of City's knowledge, no such proceedings are contemplated or have been threatened.
- g. Zoning/Violations. To the best of City's knowledge, there is not now pending nor is there any proposed or threatened proceeding for the rezoning of the Property or any portion thereof. City has no knowledge of nor has it received any written notice from any governmental or other authority, that any zoning, subdivision, environmental, hazardous waste, building code, health, fire, safety or other law, order, ordinance, or regulation is violated by the continued maintenance, operation, or use of the Property, including, without limitation, any improvements located thereon.
- h. <u>Cooperation</u>. City will cooperate fully with County in gathering information for and preparing and filing all notices, applications, reports, and other documents which are required by any law, rule, regulation, or order in connection with County's intended use of the Property.
- i. <u>Further Assurances</u>. Following closing, City shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

The foregoing representations and warranties shall be true and correct in all respects as of the date of closing.

- 12. County's Representations and Warranties. County represents and warrants to City as follows:
  - a. Status. It is a body politic and corporate and a political subdivision of the State of South Carolina.
  - b. Authority. This Agreement constitutes a legal, valid, and binding obligation of County and is enforceable against County in accordance with its terms. The execution and delivery of this Agreement, and County's performance under this Agreement, are within County's powers and have been duly authorized. Any person executing this Agreement on behalf of County has the authority so to act.
  - c. Third parties. No consent, approval, or authorization of any third party is required in connection with the valid execution of this Agreement or to permit the consummation of the transaction contemplated hereby, and the execution, delivery and performance of this Agreement by County will not result in a breach of, or constitute a default under, any instrument or agreement to which County is bound.
  - d. <u>Litigation</u>. There is no claim, action, suit, or proceeding pending, or, to the knowledge of County, threatened, before any court, arbitrator, or administrative governmental body which could adversely affect any action taken or to be taken by County pursuant to this Agreement, or which could adversely affect County's ability to consummate the transactions contemplated by this Agreement.
  - e. <u>Cooperation</u>. County will cooperate fully with City in gathering information for and preparing and filing all notices, applications, reports, and other documents which are required by any law, rule, regulation, or order in connection with City's transfer of Property to County.

The foregoing representations and warranties shall be true and correct in all respects as of the date of closing.

- 13. <u>Realtor / Broker</u>. City and County each represent and warrant that they have not employed or in any way contracted with a realtor for the sale of the Property and have no knowledge of any co-broker agreements for this transaction.
- 14. <u>Breach / Remedies</u>. In the event of a material breach of this Agreement, the non-breaching Party may pursue any remedy available to it at law or in equity.
- 15. <u>Use.</u> County intends to use the Property as a solid waste disposal facility ("Facility"), consistent with local, state, and federal law. During such times as County continues to operate the Facility, City shall be permitted to dispose of solid waste without charge or cost to City. County shall only be obliged to accept solid waste from City at no charge to the extent City's disposal is consistent with the nature of the Facility's operations at the time of disposal.
- 16. <u>Liability</u>. Neither Party assumes any liability, debt, or obligation resulting from any act or omission of the other Party in relation to the Property, or the use thereof, occurring either before the Lease, during the Lease, or after the transfer of the Property as contemplated herein.

- 17. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employer/employee or agency relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.
- 18. <u>Invalid Provision</u>. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable, and the Agreement may be enforced with that provision severed or as modified by the court.
- 19. Notices. All notices or communications required or permitted to be given hereunder shall be deemed given when sent by facsimile with confirmed receipt, or by electronic transmission upon confirmation of receipt, or when personally delivered, or on the third succeeding business day after being mailed by registered or certified mail, return receipt requested, to the appropriate Party at its address set forth below, or at such other address as shall be specified by notice given hereunder. Rejection of a notice, or other refusal to accept a notice, or inability to deliver a notice because of changed address, facsimile number, or e-mail address of which no notice was given, shall be deemed receipt of such notice.

### As to City:

City of Seneca, South Carolina Attention: City Administrator 221 East North First Street Seneca, South Carolina 29679

rax:

Email: smoulder@seneca.sc.us

### As to County:

Oconee County, South Carolina Attention: County Administrator

415 S. Pine Street

Walhalla, South Carolina 29691

Fax: 864.638.4246

Email: abrock@oconeesc.com

- 20. <u>Business days</u>. In the event any date for either City or County to perform any act or provide notice falls on a Saturday, Sunday, or federally recognized holiday, then the date to perform such action or give notice shall be extended to the first day following such date which is not a Saturday, Sunday, or holiday.
- 21. Force Majeure. If a Party is delayed at any time in the performance of a duty or obligation

contained in this Agreement due to extraordinary weather conditions, flooding, tornados, hurricanes (or the threat of a hurricane that requires evacuation), fire, or other unavoidable casualties, earthquakes, riots, acts of terrorism, a state of emergency, or other events or conditions beyond the reasonable control of the Party (a "Force Majeure Event"), which reasonably justifies the delay and which, in fact, delays such Party in discharging its obligations hereunder, then the respective time period shall be extended for such reasonable period of time equal to the delay caused by the Force Majeure Event.

- 22. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- 23. Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and merges all prior negotiations and agreements concerning the purchase and sale of the Property. All amendments hereto must be in writing and signed by all Parties.
- 24. <u>Counterparts</u>. This Agreement may be executed in multiple original, photocopied, telecopied, or electronic counterparts, each of which will be deemed an original, and it is understood and agreed that this Agreement shall be binding upon the Parties upon completion of execution by both Parties and delivery of fully executed counterparts to each.
- 25. <u>Governing Law</u>. This Agreement shall be governed, construed and interpreted pursuant to the laws of the State of South Carolina.
- 26. <u>Time of Essence</u>. Time is of the essence in the performance of the Parties' obligations herein.
- 27. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

Signatures on Following Page

IN WITNESS WHEREOF, the undersigned City and County have executed this Agreement.

	City of Seneca	a, South Carolina
	3.7	
Witness		
		e-
	Oconee Count  By:	y, South Carolina
	Name:	
Witness		

# EXHIBIT A

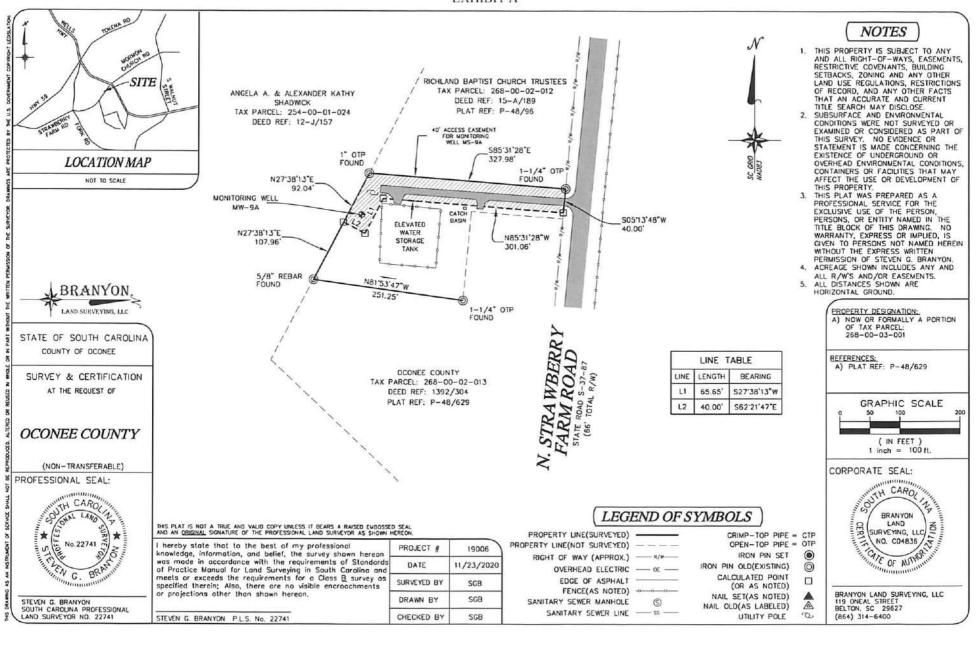
[see attached]



# EXHIBIT B

[see attached]





5

. JF SOUTH CAROLINA ) LEASE

LY OF OCONEE )

THIS AGREEMENT made and entered into this <u>lst</u> day of <u>July</u>.

990, by and between the CITY OF SENECA, hereinafter referred to s the Lessor, and OCONEE COUNTY, hereinafter referred to as the .essee,

WITNESSETH:

1

For and in consideration of the annual rental of ONE AND NO/100 (\$1.00) DOLLAR per year and the mutual promises and covenants herein contained, the Lessor does hereby agree to lease and demise to the Lessee, and the Lessee agrees to rent from the Lessor for a term of thirty (30) years, that is, beginning on the let day of July, 1990, and ending on the 30th day of June, 2020, the within described premises, for the uses and specific purposes and under the terms and conditions hereinafter provided, to wit:

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina. County of Oconee, in the Seneca School District containing fifty (50) acres, more or less, and being containing fifty (50) acres, more of the Lessor situate all that portion of the property of the Lessor situate in the Hardyvilla Community used by the Lessor and designated by it as a solid waste disposal area.

ΙI

The Lessee, Oconee County, as additional consideration for the Lease and demise of the within described premises, hereby covenants and agrees with Lessor, City of Seneca, as follows. To wit: Recorded this described that A.D. 19

Vol. 199 Page 24 and certified Sullis G. Smith C.C.O.P.G.S.

Oconee County, S.C.

- .) That during the continuance of the term herein created, essee shall be in charge and control of the premises and all employ the same solely for an area to dispose of solid waste according and subject to the regulations of the South Carolina State Board of Health, the South Carolina Board of Pollution Control and any other Federal or State regulatory agencies regulating such facilities.
- of disposal of solid waste materials collected by the Lessee, brought on the premises by residents of Oconee County and/or by the City of Seneca or its designated assignee or assignees. Notwithstanding any regulations or rules adopted by the Lessee or any agency thereof concerning the disposal of solid waste materials on the premises, the Lessee agrees to take, receive and dispose of solid waste material from the City of Seneca or its designated assignee without charge or cost to the City or such assignee.
  - (3) The Lessee agrees, at its own expense, to provide the necessary labor, equipment and supplies to operate a sanitary land-fill within the rules and regulations as are now promulgated or as may be promulgated during the continuance of these presents by all interested and appropriate state and federal regulatory agencies. The failure of the Lessee to properly operate and maintain the premises under the rules and regulations of any such agencies and in a satisfactory manner to the representatives thereof shall constitute a breach of the terms and conditions of

.his Lease and shall give the City the right and option to cancel the same upon failure of the Lessee to correct such deficiencies within twenty (20) days after receipt of notice thereof from the City or an appropriate regulatory agency.

- procedures recommended by State and Federal agencies to enable the prolonged use and full enjoyment of the premises as a sanitary land-fill will be observed, and further the Lessee agrees to erect such necessary fences and other control devices to regulate the use of such facilities by the general public or by private waste collectors so as to prevent the premises from becoming a public or a private nuisance.
- (5) The Lessee agrees to present to the City a restoration plan six (6) months prior to the termination or close-out of the land-fill operation whichever occurs first. The County agrees to implement and successfully complete implementation of the plan as submitted by the County and approved by the City prior to the County removing such equipment necessary to perform the The Lessee agrees to comply with the rules and operations. regulations of the South Carolina State Board of Health and South Conservation Agency in regards Soil Carolina requirements as it relates to the closing out of a sanitary landfill operations.
- (6) The Lessae agrees to save harmless and protect the City of Seneca from any and all claims arising out of the use of the premises as a sanitary land-fill by the Lessee, including but not

;

imited to claims for damage to persons or property, or actions based upon the theory of public or private nuisances.

HII

The Lessor, City of Seneca, for itself, its successors and assigns, hereby agrees with the Lessee as follows, to wit:

- (1) To allow the Lessee to promulgate rules and regulations concerning the operation of a sanitary land-fill upon the premises, regulating its use by the general public and by private contractors, PROVIDED HOWEVER, that in no event shall any charge be made by Lessee to the City of Senecalor its assignees for the use of the premises.
  - (2) That it will notify the Lessee of any breach of the terms of this Agreement and will allow the Lessee twenty (20) days in which to correct such breach prior to retaking the premises under the terms hereof.
  - expiration of this Lease, to remove any of the Lessee's equipment therefrom, PROVIDED NEVERTHELESS, that upon surrender of the premises by the Lessee, the same be left in a good and orderly condition and manner, and all necessary waste disposal to the time of surrender thereof shall have been accomplished and completed within the rules and regulations of the South Carolina State Board of Health or other regulatory agencies.
  - (4) 'That during the term of this Lease, Lessor hereby transfers, gives, conveys and assigns to Lessee all right, title and interest which it presently has or may hereafter acquire in

TATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Personally appeared before me the undersigned witness and made oath that (a)he saw the within named City of Seneca by its Mayor and Clerk sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes mentioned therein, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to petore me this 25th day of suptantes, 1991.

NOTARY PUBLIC FOR SOUTH CAROLINA MY COMMISSION EXPIRES: 3-27-2000

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Oconee County by its Supervisor-Chairman sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes mentioned therein, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 26 41 day of 1991.

NOTARY PUBLIC FOR SOUTH CAROLINA MY COMMISSION EXPIRES: DELECTOR be located in or on the premises and specifically grants unto the Lesses the right to mine, produce and process or cause to be mined, produced and processed any and all landfill gas in or on the premises and to solely receive all rent and royalties accruing therefrom.

ΙV

(1) All parties agree that the use of this property by the County is not transferrable to any other government agency or private individuals during the term of this agreement without the consent of the governing body for the City of Seneca except, however, County may sublease the property for exploration, mining and processing of landfill gas to Cargan Resources, Inc. and/or other corporations engaged in the exploration, mining, production and processing of same.

TO ALL OF WHICH, the parties have heretofore agreed, and in witness whereof, have hereunto placed their hands and affixed their seals, by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_

CITY (SEASENECA, )

ssor (SEAL)

ATTECT

<del>~~~</del>

OCONEE COUNTY, Leasee

(SEAL)

Opal Q. Breen

SOPERVISOR-CHAIRMAN, OCONE

COUNTY

### EXHIBIT B - R2021-05

STATE OF SC	UTH	CAROI	LINA	) }	ASEMENT A	CDFF	MEN	JT			
COUNTY OF	OCON	EE		)	AGEMENT A	GKEE	IVE EST	``			
KNOW	ALL	MEN	BY	THESE	PRESENTS	that	on	this		day	of
		, 20	021, tl	ne City of	Seneca, a mu	nicipal	corp	poratio	n in the	State	of
South Carolin	ıa ("Gı	antor")	, in co	nsideration	n of these prem	ises, d	oes l	nereby	grant an	d conv	vey
unto Oconee (	County,	a body	y polit	tic and cor	rporate and a p	olitica	ıl sut	divisi	on of the	State	of
South Carolin	ıa ("Gr	antee"),	its su	ccessors a	nd assigns, eas	ement r	ights	in the	property	descril	bed
on Exhibit A,	attache	d hereto	and in	corporated	d herein by refe	rence,	as a '	'40' Ad	cess Eas	ement	for
Monitoring W	ell" (th	e "Ease	ment l	Premises"),	, lying and bei	ng situ	ate i	n the (	County o	f Oco	nee
and State of	South	Caroli	na, an	d running	across lands of	f Grant	or as	also sh	nown on	<u>Exhibi</u>	<u>t A</u>
("Grantor's Pro	perty")	).		_	a. Mai		3				

- 1. The easement rights acquired hereby shall be perpetual, unless abandoned by Grantee for a period of one year; shall run with the land; and shall include access to each and all of Grantee's appurtenances and facilities located within the Easement Premises. This easement shall be binding upon Grantor, its successors and assigns and shall inure to the benefit of Grantee, its successors and assigns, and does convey to Grantee, its successors and assigns, the following rights:
  - (a) To enter upon and use the Easement Premises to construct, maintain, and operate a methane gas monitoring well and any other adjuncts deemed necessary by Grantee for purposes related to tracking methane concentrations, including additional monitoring wells as necessary (collectively "Facilities"), and to make such relocations, renewals, substitutions, changes, replacements, and additions to the Facilities as are necessary to effect the purposes hereof. Grantee agrees that in locating or relocating and installing its Facilities, it will endeavor to cause the least amount of reasonable interference to Grantor's use of its property.
  - (b) To keep cut away and clear of the Facilities any trees, shrubberies, and the like, which may reasonably be expected to endanger or injure the Facilities, or to interfere in their proper operation or maintenance.
  - (c) To have ingress and egress to and from the Easement Premises over and across other areas of Grantor's Property, as necessary and reasonable.
- 2. Subject to the "Limitations" below, Grantor reserves the right to use the Easement Premises in any manner that is consistent with the rights herein conveyed to Grantee.
  Limitations:
  - (a) Grantor shall not damage or cause to be damaged any of the Facilities.
  - (b) No roads, pipes or other underground lines, ponds or lakes, ornamental shrubs, bushes, or trees shall be constructed within the Easement Premises without first obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld.

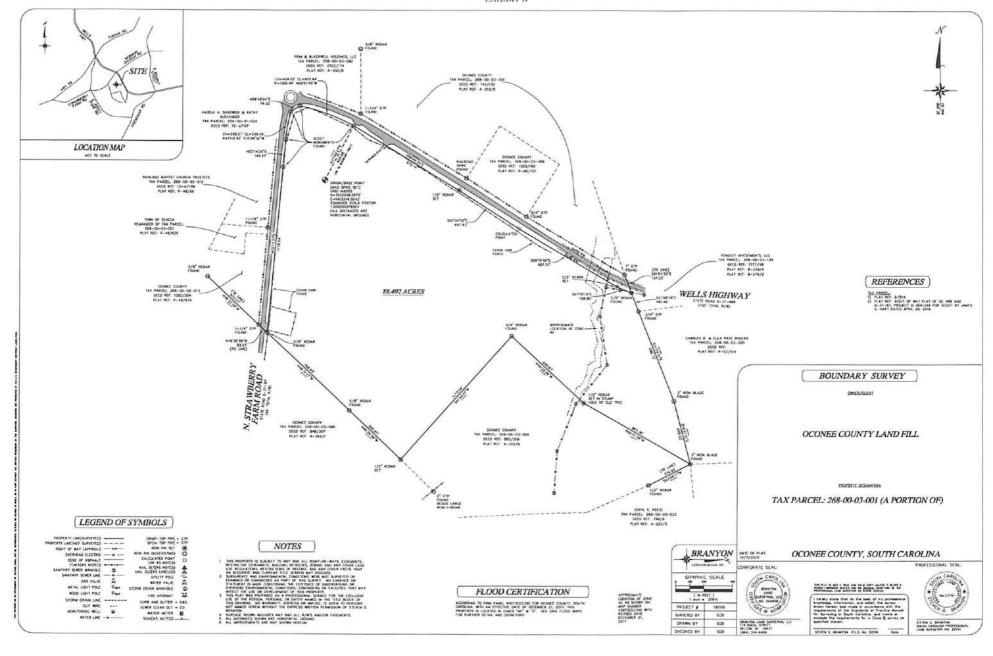
- (c) Grantor shall not excavate or fill within the Easement Premises or cause a material change in the topographical features of the Easement Premises as it exists on the date of this agreement without first obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld. Any street, road, drive, or right-of-way constructed by the Grantor over, through, or across the Easement Premises shall be done at the peril of the Grantor, with the understanding that Grantee shall not be responsible for any damage done to any such street, road, or drive should it become absolutely necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, use, or maintenance of the Facilities.
- (d) Grantor shall not place, cause to be placed, or allow within the Easement Premises any substantial amount of debris, material, obstruction, or impediment without first obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, and shall not do or cause to be done any act upon the Easement Premises which will impede or unreasonably interfere with Grantee's use of same.
- 3. Grantee agrees to be responsible for the repair, restoration, or replacement of Grantor's Property as follows:
  - (a) To replace and restore landscaping, ornamental shrubs, bushes, or trees located within Grantor's Property (including the Easement Premises), which were destroyed or damaged during the construction and/or maintenance of the Facilities.
  - (b) To repair or replace within Grantor's Property (including the Easement Premises) driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged during construction or maintenance of the Facilities.
  - (c) Upon completion of construction or completion of any subsequent maintenance, change, or relocation of the Facilities, Grantee shall cause the area within Grantor's Property (including the Easement Premises), which was disturbed by such activity, to be restored.
- 4. The failure of the Grantee or Grantor to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time, and Grantee and Grantor reserve the right to, from time-to-time, exercise any and all rights reserved.
- 5. All Facilities shall remain the property of Grantee, its successors and assigns.
- 6. Any rights to the Easement Premises not specifically granted to Grantee herein are reserved to Grantor.

SIGNATURES ON FOLLOWING PAGE

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto Grantee, its successors and assigns.

SIGNED, sealed and delivered							
In the presence of:	THE CITY OF SENECA, SOUTH CAROLINA						
	Ву:	_(SEAL)					
First Witness	Its:	_					
Second Witness							
STATE OF SOUTH CAROLINA )							
COUNTY OF OCONEE )	ACKNOWLEDGEMENT						
	edged before me this day of of the City of Seneca,						
municipal corporation of South Carolina.		······································					
	Notary Public for						
·	My commission expires:						
	(SEAL)						

In the presence of:	OCONEE COUNTY, SOUTH CA	AROLINA
	Ву:	(SEAL)
First Witness	Its:	
	1.0.	
Second Witness		
STATE OF SOUTH CAROLINA )	ACKNOWLEDGEMENT	
COUNTY OF OCONEE )	ACKNOWED GENERAL	
The foregoing instrument was acknown by	wledged before me this day of	, 2021,
by, the politic and corporate and a political subdivisi	on of the State of South Carolina.	y, south Caronna, a oody
	Notary Public for	
	My commission expires:	
	(SEAL)	



# **PROCUREMENT - AGENDA ITEM SUMMARY**

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 16, 2021

ITEM TITLE:

Procurement #: ITB 20-03

Title: Reroof Seneca Library Department(s): Facilities Maintenance

Amount: Project: \$69,850.00

Contingency: \$ 6,985.00 Total Award: \$ 76,835.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: dacla

Budget: \$76,835.00

Project Cost: \$76,835.00

Balance: \$0.00

# BACKGROUND DESCRIPTION:

This bid was issued January 29, 2021 to select a Contractor to reroof the Seneca Library. This bid was advertised and emailed to four bidders. On February 25, 2021, formal sealed bids were opened. Twelve (12) companies submitted bids with IES Coatings Inc., DBA: IES Roofing of Greenville, SC, submitting the lowest responsive and responsible bid of \$69,850.00.

# SPECIAL CONSIDERATIONS OR CONCERNS:

# ATTACHMENT(S):

1. Bid Tab

# STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

- 1. Approve the award of bid ITB 20-03, Reroof Seneca Library to IES Coatings Inc., DBA: IES Roofing of Greenville, SC in the amount of \$69,850.00, plus a 10% contingency of \$6,985.00, for a total award of \$76,835.00.
- 2. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By

oph MApproved for Submittal to Council:

Tronda C. Popham, Procurement Director

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.

ITB 20-03 Reroof Seneca Library February 25, 2021 @ 2:00 PM

Bidders	AAR Of North Carolina	Allcon Roofing	Benton Roofing, Inc	C.E. Bourne & Co, Inc	IES Coatings DBA: IES Roofing Services	JA Piper Roofing Company	Lainier Roofing & Restoration	Lloyd Roofing	Palmetto State Roofing & Sheet Metal	Pickens Contracting, Inc	Porter Roofing Contractors, Inc	WeatherGuard Roofing
Address	Kernersville, NC	Taylors, SC	East Flat Rock, NC	Greenwood, SC	Greeville, SC	Greenville, SC	Greenville, SC	Greenwood, SC	Greenville, SC	Greer, SC	Morrison, TN	Charlotte, NC
Proposal Submitted	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addendum No. 1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NO
Revised Bid Tab Used	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes (No Signature)	Yes	Yes	NO
Materials	\$30,820.00	\$38,586.00	\$32,083.00	\$43,500.00	\$23,600.00	\$34,845.00	\$60,430.28	\$32,800.00	\$46,642.00	\$48,429.00	\$42,309.00	\$38,441.30
Sales Tax	\$1,849.00	\$2,584.00	\$2,486.00	\$3,045.00	\$1,416.00	\$1,743.00	\$4,230.12	\$2,296.00	\$2,799.00	\$3,390.00	\$3,385.00	\$2,690.90
Labor/Installation	\$70,481.00	\$46,553.00	\$51,400.00	\$60,260.00	\$44,834.00	\$38,468.00	\$48,156.25	\$75,250.00	\$36,952.00	\$71,384.00	\$70,613.00	\$34,896.00
Ancillary Expenses						\$4,344.00			\$17,241.00			\$15,320.95
Grand Total	\$103,150.00	\$87,723.00	\$85,969.00	\$106,805.00	\$69,850.00	\$79,400.00	\$112,816.65	\$110,346.00	\$103,634.00	\$123,203.00	\$116,307.00	\$91,349.15
Delivery Time ARO	90 Days	Did not state	10 days	4/11/2021	30 Days	30 days	2 Weeks	25 days	2-4 Weeks	Did not state	45 Days	2 Weeks
Replacement of Metal  Decking with New Decking	\$10.00	\$8.00	\$4.75	\$8.00	\$6.00	\$11.50	\$4.85	\$10.00	\$6.63	\$9.98	\$10.00	did not provide
Replacement of Damaged Wood Nailers/Blocking (lin ft)	\$4.00	\$4.50	\$1.95	\$4.50	\$3.00	\$3.50	\$2.50	\$4.00	\$3.58	\$8.88	\$3.50	did not provide
Masonary Repair/Tuck- Pointing (sq ft)	\$175.00	\$4.50	\$24.00	\$25.00	\$2.00	\$45.00	\$11.75	\$6.00	\$7.92	\$15.75	\$7.50	did not provide
Reference Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor Form	N/A	Yes	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A
Certificate of Familiarity and Non-Collusion	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Non-Resident Taxpayer Registration Affidavit	Yes	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Blank

# AGENDA ITEM SUMMARY OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 6, 2020 COUNCIL MEETING TIME: 6:00 PM

# ITEM TITLE OR DESCRIPTION:

Council Approval to Add Medical Examiner/Forensic Pathologist Position in Coroner's Office.

# BACKGROUND OR HISTORY:

Due to extenuating circumstances, it was not in the County's best interest to renew the intergovernmental agreement between Anderson County, Abbeville County, Greenwood County, and Oconee County regarding joint medical examiner services for the respective coroner's offices. To balance out the loss of services due to the County's termination of this agreement, it has been recommended that the County add a medical examiner/forensic pathologist position in the coroner's office. The selected candidate will be responsible for professional forensic pathologist services including performing autopsies and exams, generating examination reports, and consulting with law enforcement and coroner's office staff. Coroner, Karl Addis has recommended adding this position in the coroner's office at \$65,000 annually.

# SPECIAL CONSIDERATIONS OR CONCERNS:

This is an essentially budget neutral action. Reimbursement costs under the intergovernmental agreement were previously paid out of the professional services line item.

# FINANCIAL IMPACT:

# COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available:

If yes, who is matching and how much:

AF	A CHICH	CHAR	ALLAN	TENC
A	1 A		MEN	

STAFF RECOMMENDATION:			
It is staff's recommendation that Counc	il approve adding thi	s position in the corone	er's office at \$65,000 Annually.
Reviewed By/ Initials:			
County Attorney	Finance	Grants	Procurement
Submitted or Prepared By:	Approved	for Submittal to Cour	neil:
Kan Addis IAPS	MA	nda fon	Mer-
Department Head/Elected Official	Amanda B	rock, County Admini	strator

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.

# AGENDA ITEM SUMMARY OCONEE COUNTY, SC

# COUNCIL MEETING DATE: March 16, 2021 COUNCIL MEETING TIME: 6:00 PM

# ITEM TITLE OR DESCRIPTION:

PRT Commission-Local ATAX Recommendations / Spring 2021 Cycle / \$163,034

# BACKGROUND OR HISTORY:

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

# SPECIAL CONSIDERATIONS OR CONCERNS:

# COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website] If no, explain briefly: NO-ATAX grants

# FINANCIAL IMPACT:

Beginning Local ATAX balance \$588,423 If all grants/projects approved/new balance will be: \$425,389

# COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

# ATTACHMENTS

Spreadsheet approved by PRT Commission on 3.4.21.

# STAFF RECOMMENDATION:

Request approval of local ATAX recommendations per the attached spreadsheet.

# Reviewed By/ Initials: \_\_\_\_County Attorney \_\_\_\_Finance \_\_\_\_Grants \_\_\_Procurement Submitted or Prepared By: Approved for Submittal to Council: \_\_\_\_Phil Shirley, PRT Director Department Head/Elected Official Amanda 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.

# Mar-21

Local ATAX Grants			Amount	PRT
	Funds		Eligible for	Commission
Applicant	Request	Project Description	AT <sub>AX</sub>	Recommendation
Discover Upcountry Carolina	\$10,000	Advertising	\$10,000	\$10,000
Oconee Community Theatre	\$20,000	Stage Repair(Tornado Damage)	\$20,000	\$20,000
Walhalla Performing Arts Center	\$15,000	HVAC Upgrade	\$15,000	\$15,000
Foothills Farmstead	\$3,000	Cabin	\$3,000	\$3,000
Museum of the Cherokee in SC	\$4,275	Library/Research room	\$2,000	\$2,000
TOTAL	\$52,275		\$50,000	\$50,000
PRT Internal Request				
Radio Communication Upgrade	\$39,234	New radios, upgraded antennas/repeaters	\$39,234	\$39,234
Chau Ram Project List	\$18,300	Sidewalk repair, new steps to upper parking	\$18,300	
High Falls Project List	\$12,000	Rec Building repair/Crack-Seal Parking lots	\$12,000	
South Cove Project List	\$41,000	Programs, Resident upgrades/Parking lots	\$41,000	
Skeeter Bass Fishing Tournament	\$2,500	200+Boats-\$140,000+ Economic Impact	\$2,500	
TOTAL	\$113,03	4	\$113,034	\$113,034

**Total Requested** 

\$163,034

# Skeeter Bass Challenge

4/11/2021 Lake Keowee (South Cove Park)

\$2500 Fee

200 - 225 Boats

400 - 450 Anglers

Economic Impact \$140,000-\$157,500

# Boats	200	225
# Anglers	400	450
Daily Spend	\$175	\$175
# Days	1	1
Practice Days	1	1
Total Days	2	2
Total Spend	\$140,000	\$157,500



	() 0	Reps	snı	ts s	E		John Elliott	Matthew Durham	Paul Cain	Julian Davis	Glenn Hart			
Boards &	/ OC	[DX-At Large-	rmin	Limit	r Term	Meeting	2019-2022	2021-2024	2019-2022	2021-2024	2021-2024	2019-2022	2021-24	2019-2022
Commissions	State / OC Code Reference	Ex Offico]	Co-Terminus	Term Limits	4 Year	Date to Appoint	District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	Dan Suddeth [1]	Auby Perry [3]	Marion Lyles [2]	Bobby Fendley [1]	Albert Brightwell [2]	David Bryant [1]	
Ag. Advisory Board	2016-17	5-2-	YES	n/a	YES	Jan - March	Kim Alexander [1]	Larry Cantrell [1]	Rex Blanton [1]	Ashley Townsend [1]	Charlie Whiten [1]	Debbie Sewell [2]	Tessa Moxley [1]	Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Ernie Lombard [1]	Thomas Jones [<1]	Melody Davis [1]	Mike Phillips [2]	Daniel Dreher [1]	Suzuette Cross [2]	
Board of Zoning Appeals	38-6-1	5-2	YES	2X	YES	Jan - March	James Codner [2]	Gwen Fowler [2]	William Gilster [2]	Marty McKee [3]	Tim Mays [1]	John Eagar [1]	William Decker [1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March		[1] James M ht [2]; John S		Joshua Lus	k [1];Osceola	Gilbert [1] ];	VACANT	
Conservation Bank Board	2-381	Appointe Catego Preferi	ory	2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [2]	D. Ryan Keese [1]	Nicholas Gambrell [1]	Scuddy Walker [1]	Emily Hitchcock [1]	Charles VanOver [1]	
Destination Oconee Action Committee														
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointe Indus			YES	Jan - March		n [2]; Shawn Jeevin Evans [2			tt [1], Riley Jo		Alex Butterbaugh [1]	
Scenic Highway Committee					W.						ogery could			
Library Board	4-9-35 / 18- 1	0 - 9	YES	2X	YES	Jan - March		ell [<1]; Diane S daus McKinne		Shelby Hen Holcombe [1	derson [1]; Alli ]; Nivia Mirand Monica W	a [1]; Liz Kuer	2]; Charles nmerer [1];	
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]		Alex Vassey [2]	Frankie Pearson [2]	Gary Gaulin		Mike Johnson [3]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A		ns [1], Harold lack [1], Jere		ie Holleman [ BHS contacts Co				
Capital Project Advisory Committee (end 1.17)													Western	
Oconee Business Education Partnership	N/A	N/A		N/A	Participation of the Participa		Mr. Julian Da							1
Oconee Economic Alliance Ten At The Top [TATT]	N/A	N/A	NO	N/A NO	NO NO		Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson Mr. Dave Eldridge							
ACOG BOD				N/A	NO			Mr. John Elli			ahlen			
Worklink Board						1011111111111111	Worklink cont					Current: B. [	Dobbins]	
[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.  [SHADING = reappointment requested - questionnaire on file]  Denotes Individual who DOES NOT WISH TO BE REAPPOINTED														
Bold Italics TEXT denotes member			The factor of the	nt - hav	ing se									

# **Katie Smith**

From: classadmgr@upstatetoday.com
Sent: Monday, February 22, 2021 1:02 PM

To: Katie Smith

Subject: Classified Ad# 31948 Confirmation

Attachments: 31948.pdf

**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 Afternoon! Please find the attached and confirm the billing information, the ad context and the run dates for me. Thanks, Aubry Bethea

# Oconee Publishing dba The Journal

# **Classified Advertisi**

OCONEE COUNTY COUNCIL 415 S PINE ST WALHALLA, SC 29691

Acct#:63488 Ad#:31948 Phone#:864-718-1023 Date:02/22/2021

Salesperson: ABETHEA

Classification: Legals

Ad Size: 1.0 x 2.30

# Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	02/23/2021	02/23/2021	1	33.99	33.99

# **Payment Information:**

Date:

Order#

Type

02/22/2021

31948

BILLED ACCOUNT

Total Amount: 33.99

Amount Due: 33.99

# Comments:

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, March 16, 2021 in
Oconee County Council Chambers
located at 415 South Pine Street,
Walhalla, SC 28691 for the following
ordinance:

STATE OF SOUTH CAROLINA OCONEE COUNTY Ordinance 2021-07

AN ORDINANCE INCREASING THE NOT TO EXCEED TAX RATE FOR THE KEOWEE FIRE TAX DISTRICT FROM 14.5 MILLS TO 17.5 MILLS. CONSISTENT WITH ARTICLE VIOF OCONEE COUNTY ORDINANCE 2003-12, WHICH ESTABLISHED THE KEOWEE FIRE TAX DISTRICT AND KEOWEE FIRE COMMISSION.

# LEGAL NOTICES

# LEGALS

Notice of Public Hearing
There will be a public hearing at
6pm, Tuesday, March 16, 2021 in
Oconee County Council Chambers
located at 415 South Pine Street,

TUESDAY, FEBRUARY 23, 2021

# TRANSPORTATION

# **AUTOS FOR SALE**



2002 Ford 450 Runs great, like new on the inside. \$15,500 (706) 436-2266

# For Sale Custom Dodge Ram 250 Van 318V8

Swivel tilt seats, bench bed, high roof, maroon \$3500 Firm Call evenings.

Repeat number in message. No number, no call back. Please call 864-247-4762 if interested.

**■ RECREATION** 

CAMPERS 

# LEGAL NOTICES

# LEGALS

Walhalia, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA OCONEE COUNTY Ordinance 2021-07

AN ORDINANCE INCREASING THE "NOT TO EXCEED" TAX RATE FOR THE KEOWEE FIRE TAX DISTRICT FROM 14.5 MILLS TO 17.5 MILLS, CONSISTENT WITH ARTICLE VI OF OCONEE COUNTY ORDINANCE 2003-12, WHICH ESTABLISHED THE KEOWEE FIRE TAX DISTRICT AND KEOWEE FIRE COMMISSION.

REQUEST FOR RIDS

BID#866 529

The School District of Oconee
County (SDOC) will receive bids for flooring until Tuesday, March 9, 2021 at 10:00 a.m.

Specifications may be obtained by contacting the Procurement Department at 864-916-0506 or emailing ment at 864-916-0506 or emailing sgibson1@sdoc.org. Responses may be emailed or mailed/hand delivered to the department located at 100 Vocational Drive, Seneca, SC 29672.

SDOC reserves the right to reject any/all responses and to waive any informalities and technicalities so as to purchase in the best interest of the school district.

# Oconee County Council

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

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

E-mail: ksmith@oconeesc.com

> John Elliott Chairman District I

Matthew Durham District II

Paul A. Cain Vice Chairman District III

Julian Davis, III Chairman Pro Tem District IV

> J. Glenn Hart District V





The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be only on the third Tuesday of each of the three months:
- December meeting, which will be only the first Tuesday of the month.

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

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

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

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.

Public Notice

Public Notice
The Occinee County Council will
meet in 2021 on the first and third
Tuesday of each month with the
following exceptions:
April, July, & August meetings,
which will be only on the third
Tuesday of each of the three months;

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The Budget, Finance, & Administra-tion Committee at 9:00 a.m. on the following dates: February 19 [Strate-gic Planning Refreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4 2021

# PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, 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 01/08/2021 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 01/08/2021



Aubry Bethea

Notary Public

State of South Carolina

My Commission Expires November 20, 2030

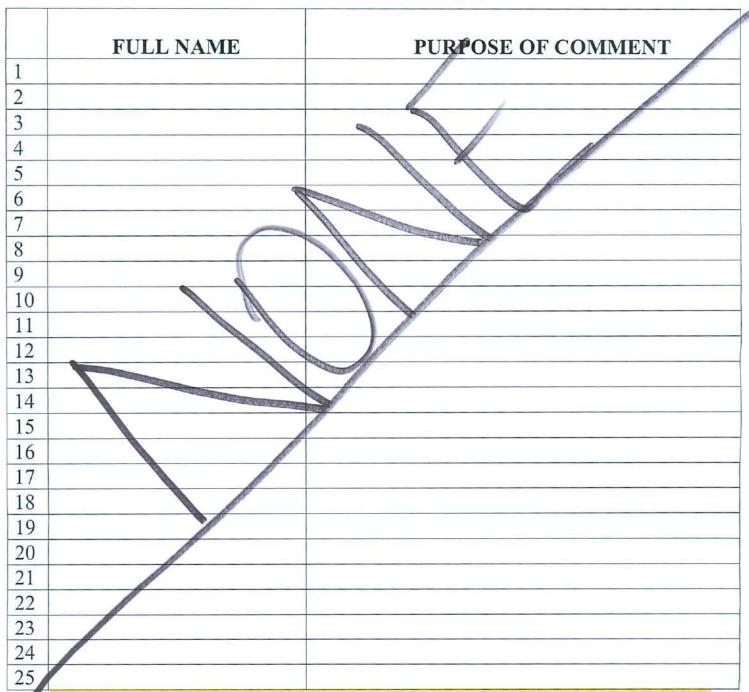


# March 16, 2021

# Public Comment SIGN IN SHEET 6:00 PM

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**



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: March 16, 2021 6:00 p.m.

Ordinance 2021-07 "AN ORDINANCE INCREASING THE "NOT TO EXCEED" TAX RATE FOR THE KEOWEE FIRE TAX DISTRICT FROM 14.5 MILLS TO 17.5 MILLS, CONSISTENT WITH ARTICLE VI OF OCONEE COUNTY ORDINANCE 2003-12, WHICH ESTABLISHED THE KEOWEE FIRE TAX DISTRICT AND KEOWEE FIRE COMMISSION."

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

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

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

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

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

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

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

# Please PRINT your name

1. Brandon Shirley 2. 3. 4.
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# TOWN OF SALEM - WATER INFRASTRUCTURE INPROVEMENTS

# A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR

# B. 100,000 GALLON GROUND STORAGE TANK

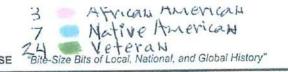
ITEM NO:	DESCRIPTION	EST QTY.	UNIT		UNIT PRICE		AMOUNT
	A. S.G. HWY 11 BUSINESS CORRIDOR 8" CONNEC	TOR					
1.	EQUIPMENT MOBILIZATION		LS				28,000.00
2.	TESTING & STERILIZING		LS				6,500.00
3.	BACTERIOLOGICAL SAMPLING		LS				3,400.00
4.	8" x 8" MAIN CONNECTION (S. LITTLE RIVER ROAD)		LS				6,500.00
5.	8" x 6" MAIN CONNECTION (PARK AVENUE)		LS				6,000.00
€.	BORE/ JACK 16° STEEL CASING (8" D.I. CARRIER)	240	LF	•	280.00		67,200.00
7.	8" DIP (CL350) / FITTINGS / MMTAPE / WIRE	12,700	ŁF	@	62.00		787,400.00
8.	8" MJ GATE VALVE / BOX / RING	10	EA	@	1,600.00		16,000.00
9.	6" MJ GATE VALVE / BOX / RING	9	EA	0	1,200,00		10,800.00
10.	THREE-WAY FIRE HYDRANT ASSEMBLY	8	EA	0	4,200.00		33,600.00
11.	BORE DRIVEWAYS	420	LF	@	70,00		29,400.00
12.	PRESSURE REGULATION STATION (COMPLETE)	2	EA	@	85,000.00		170,000.00
13.	CONCRETE MARKER	12	EA	0	60.00		720.00
14.	EROSION CONTROL BMP'S		LS				24,000.00
15.	TRAFFIC CONTROL		LS				15,000.00
16.	BRIDGE CROSSING		LS				80,000,00
	A. TOTAL CONSTRUCTION					\$	1,284,520
	B. 100,000 GALLON GROUND STORAGE TANK						
1.	SITE WORK		LS				50,000,00
2.	ELECTRICAL & CONTROL VALVES		LS				35,000.00
3.	STEEL GROUND TANK & FOUNDATION		LS				180,000.00
*	B. TOTAL CONSTRUCTION		- •		····	3	285,000
	TOTAL CONSTRUCTION A & B					\$	1,549,520
	Construction Contingency						154,952
	TOTAL CONSTRUCTION & CONTINGENCY	•					1,704,472
	Engineering, Inspection, Construction Management					<u></u>	187,492
	SCDHEC Application Fee						800
	SWPPP Permitting						
	G.I.S. Mapping Fee						8,522
	P&P Bonds					_	51,134
	TOTAL	PRELIMIN	ARY O	PINIO	N OF COSTS	\$	1,952,220

Roster Group 110 West First Ave., Suite D Easley, SC 29640 Oconee County South Carolina - Ordinance Relating to Public Safety:

To insure the safety and well being of the citizens of, and visitors to Oconee County South Carolina, it shall be prohibited to climb on, attach oneself to, attach anything to, deface, damage, alter in any way any historic marker, monument, memorial, tombstone, or plaque located within Oconee County, South Carolina.

Violation of this ordinance will result in a fine of not less than \$500.00 per incident.







64 entries match your criteria.

# 9

Pickens County

(116)

# Historical Markers and War Memorials in Oconee County, South Carolina

## GEOGRAPHIC SORT

1 ➤ South Carolina (Oconee County), Fair Play — <u>Vandiver Bridge</u> — <u>Dedicated Oct. 31, 1961</u> — Erected by The states of Georgia and South Carolina and the Federal Bureau of Roads Named in honor of a beloved Georgia leader and member Georgia Highway Board Samuel Ernest Vandiver 1876 - 1951 Father of Hon. S. Ernest Vandiver . . . — <u>Mag (do m10491)</u> HM

2▶ South Carolina (Oconee County), Mountain Rest — Andrew Pickens Ranger District / Oconee

County - ©

Andrew Pickens Ranger District Side The Ranger District was named for Andrew Pickens, an able commander of South Carolina's rebel militia during the American Revolution, Born of Scots-Irish immigrants near Paxtang, Pennsylvania, Pickens...— 1893 (db m14210) HM

3▶ South Carolina (Oconee County), Mountain Rest — 37 16 — Chattooga Town —

(Front): Chattooga was one of the Cherokee "Lower Towns" in what is now S.C. during the 17Th and early 18Th centuries and was a short distance north in the Chattooga River bottom. Chattooga Town, in a remote location in the backcountry, was . . . — Mag (sh m20970) HM

4▶ South Carolina (Oconee County), Mountain Rest — 37-13 — Cherokee Boundary (1777) -

[Front Side]: The Cherokee sided with the British during the American Revolution, and in 1776 Maj. Andrew Williamson's S.C. militia destroyed their "Lower Towns" in what is now S.C. He then cooperated with the N.C. militia in expeditions . . . — — Mag (so m14351) HM

5▶ South Carolina (Oconee County), Mountain Rest — Civilian Conservation Corps Monument -

\*The promptness with which you seized the opportunity to engage in honest work, the willingness with which you have performed your daily tasks, and the fine spirit you have shown in winning the respect of the communities in which your camps have . . . — — Mag (db m14329) HM

6▶ South Carolina (Oconee County), Mountain Rest — Russell House —

Russell House This was a busy Appalachian farmstead in the late 1800's and early 1900's. You could hear the laughter of children playing in the creek, lowing cattle and clucking chickens as they searched for food. Ganaway Russell built a . . . — — Map (cb m20978) HM

7▶ South Carolina (Oconee County), Mountain Rest — The Civilian Conservation Corps — 1933-1942

0

The Civilian Conservation Corps (CCC) was established by President Franklin D. Roosevelt in 1933 as part of the comprehensive relief effort during the grim depression years. Three million men were involved in the CCC during its ten-year...—— Mgg (cb mt4350) HM

North Carolina (36)

Macon (10)

County (22)

Rabun Oconee County County (13) (64)

Franklin

Habersham
County Stephens
(14) County
(52)

Anders Count (164)

Adjacent to Oconee County, South Carolina

- Anderson County (164)
- Pickens County (116)
- Franklin County, Georgia (19)
- Habersham County, Georgia (14)
- Hart County, Georgia (14)
- Rabun County, Georgia (13)
- Stephens County, Georgia (52)
- Jackson County, North Carolina (10)
- Macon County, North Carolina (22)
- Transylvania County, North Carolina (36)

Touch name on hit to highlight map location location to the arrow of un map to go there.

8► South Carolina (Oconee County), Mountain Rest — The Oconee Waterwheel —

9▶ South Carolina (Oconee County), Mountain Rest — Walhalla State Fish Hatchery — The CCC and Resource Conservation —

The historic buildings below are products of the great Depression-era Works Progress Administration (WPA) and the Civilian Conservation Corps (CCC). The WPA, the CCC, and President Franklin D. Roosevelt's other New deal programs provided jobs to . . . — Mag (db m14217) HM

10▶ South Carolina (Oconee County), Mountain Rest — William R. Geddings Fish Culture House — €
... — Mag (do m14283) HM

11▶ South Carolina (Oconee County), Newry — Newry Soup Kitchen — �

1918 Worldwide Flu Epidemic Marker Erected in Loving Memory of Ella Nunley & Eli Whitney Stanton by Their Daughter Marcie S. Simmons — — Map (db m63321) HM

12 South Carolina (Oconee County), Newry — Newry World War II Memorial — To the Men and Women of the Armed Forces Whose Unselfish Service Preserving the Peace of this Nation - This Memorial is Humbly Dedicated — Mag (db mss158) HM

13▶ South Carolina (Oconee County), Newry — The Church Bell — �

The citizens of Newry had been having church service in the hall over the company store for a good while after the village was built. They petitioned the company to allow them to start a building fund, which was agreed to. However, the management . . . — Mag (db m56561) HM

1.4 South Carolina (Oconee County), Oakway — Center Methodist Church — Established 1860's — 
Before the building was constructed, the Pickens Circuit of the Methodist conference used the grounds for their camp meetings. Throughout the years the church changed circuits from Pickens to Townville to Westminster and back to Townville. Being in . . . — Map (db m53690) HM

- 15▶ South Carolina (Oconee County), Salem 37-14 Jocassee Town �
  - Jocassee was one of several Cherokee "Lower Towns" in what is now S.C. It was located about 2 mi. E on the Jocassee River and in the Vale of Jocassee, near the modern Jocassee Dam. The town, like other Cherokee Lower Towns, was abandoned . . . —— MBQ (60 m27339) HM
- 16▶ South Carolina (Oconee County), Salem 37-11 Keowee Town �

[Marker Front] Keowee Town, which means "mulberry grove place," was the largest and most important of the Cherokee "Lower Towns" in what is now S.C. It was 1 mi. E on the Keowee River, and was already considered a . . . — — Marg (do m27335) HM

- 17▶ South Carolina (Oconee County), Salem Salem Confederate Monument
  - With greatest respect and honor for the Confederate Soldiers from this area, we salute you, with the dedication of this monument. Special recognition goes to Sgt. John W. Cannon, an officer of the Confederacy and highly respected citizen of the . . . — Map (dp m14385) HM
- 18▶ South Carolina (Oconee County), Salem 37-3 The Cherokee Path €
  - [Front Side]: The main trading path to the Cherokee Nation paralleled the route of Highway 11 for several miles at this point. This section of the path was used by travelers going from Keowee, the main Lower Town of the Cherokees, across ... Mag (do m14383) HM
- 19▶ South Carolina (Oconee County), Salem Wm. Jennings Bryan Dorn Bridge ❖
  - In recognition of Distinguished Public Service promoting water resources, highways, conservation, national defense, veterans affairs, textiles, Appalachia et cetera State Representative State Senator Soldier World War II U.S. Congressman . . . <u>Mag (db m21053)</u> HM
- 20 South Carolina (Oconee County), Seneca Andrew Pickens Backcountry Revolutionary General and Legislator 
  Andrew Pickens The county and its county seat are both named in honor of General Andrew Pickens, hero of the American Revolution, state legislator and Congressman. The Pickens family arrived in the Carolina backcountry in the mid-18th . . . . Mag (db m13205) HM
- 21 South Carolina (Oconee County), Seneca 37-6 Capt. Samuel Earle Front): Capt. Samuel Earle (1760-1833), an officer during the American Revolution, state representative, and U.S. representative, lived at nearby Beaverdam Plantation. He also
- 22▶ South Carolina (Oconee County), Seneca Fairplay Community Veterans Memorial 

  Dedicated by the people of this community to the memory of those who gave their lives in the great wars. Mag (db m13968) HM

- - Mag (db.m34563) HM

- 23▶ South Carolina (Oconee County), Seneca 37-1 First Soil Conservation District Plan ❖
  - On February 4, 1938, Mrs. Ploma M. Adams, owner of this farm, assisted by the Upper Savannah Soil Conservation District, initiated the first Farm-Conservation Plan of any district in America. Mag (do mg6227) HM

furnished land for the town of Andersonville, once 12 mi. . . . -

- Henry Craig was the body servant of John Craig and served with him during the War Between the States. John was a member of Company A, First South Carolina Rifles, Orr's Regiment, from 1861 until he was wounded at Gravely Hill, Virginia on August . . . —— Ming (db m55172) HM
- 25▶ South Carolina (Oconee County), Seneca Memorial Gateway ♥
  - Memorial Gateway 1860-1865 Dedicated to the men of the Confederacy who gallantly defended the southland during the War Between the States. Mag (db m13957) HM
- 26▶ South Carolina (Oconee County), Seneca 37-7 Oconee County Training School ❖
  - [Front]: Oconee County Training School, which educated the African American children of this county from 1925 to 1955, was the successor of the Seneca Colored Graded School. This school, also known as OCTS, was founded in 1925 with Rev. . . . — Mag (db m13979) HM
- 27▶ South Carolina (Oconee County), Seneca Oconee County World War Veterans 

  (Left Side):1914 ~ 1918 In Memory of Oconee County World War Veterans (Right Side):1914 ~ 1918 In Memory of Charles McGee Byrd Sergant, Machine Gun Co. 118th S.C. Infantry
- 30th Division Wounded Oct. 17th 1918 . . . — Mng (db m50350) HM
- 28 South Carolina (Oconee County), Seneca Old Pickens Church Sole Remnant of Town of Pickens 
  Old Pickens Church A Presbyterian congregation was probably organized in the 1840s. It is impossible to fix an exact date because the church records were destroyed in a fire around the turn of the 20th century. Construction on the church . . . Mag (so m13179) HM
- 29▶ South Carolina (Oconee County), Seneca 401 Old Pickens Presbyterian Church Built in 1850 American Presbyterian and Reformed Historical Site ❖
  - A church/meeting house for early immigrants of Scotch-Irish and English descent who settled in the area. Presented by Col. John Robins Chapter National Society Colonial Dames 17th Century In Honor of Mrs. Kay Patricia Hunt Alford . . . Mag (db m121930) HM
- 30▶ South Carolina (Oconee County), Seneca 37-4 <u>Seneca</u> �
  - Founded August 14, 1873, as "Seneca City," and chartered on March 14, 1874, the town of Seneca was named for an Indian village on the Seneca River. Its location was determined by the junction of the Blue Ridge Railroad and the . . . Mag (do m1396) HM
- 31▶ South Carolina (Oconee County), Seneca Seneca Firsts W

  This site, lot No. 126, was the first sold at auction by J.J. Norton and A.W. Thompson, August 14, 1873 when 14 lots sold and Seneca City was founded. Purchased by John M. Dumas, who was named the first Postmaster on April 15, 1873. Site of: . . . Ming (db m46925) HM
- South Carolina (Oconee County), Seneca 37-8 <u>Seneca Institute / Seneca Junior College</u> 

  Marker Front: Seneca Institute The Seneca Institute (later Seneca Junior College) educated African American children of this region from 1899 to 1939. It was founded and sponsored by the Seneca River Baptist Association, which in 1898 . . . . <u>Mag (cb m27333)</u> HM

  HM

  Marker Front: Seneca Institute The Seneca Junior College) educated African American children of this region from 1899 to 1939. It was founded and sponsored by the Seneca River Baptist Association, which in 1898 . . . . <u>Mag (cb m27333)</u> HM

  Marker Front: Seneca Institute The Seneca Junior College)

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33 South Carolina (Oconee County), Seneca — Wall of Honor — Veterans of All Wars —

[North Marker]: 2008 Plaque [North Marker]: 2009 Plaque [North Marker]: 2010 Plaque [North Marker]: 2011 Plaque [East Marker]: 2012 Plaque — Mag (db m55154) HM

34▶ South Carolina (Oconee County), Tamassee — 37-19 — Tamassee DAR School — �

[Marker Front] Tamassee DAR School, founded by the S.C. Society of the Daughters of the American Revolution (DAR) in 1919, was established in an area described as "remote but accessible where the need was greatest." It has long ... — Map (db m27/41) HM

35▶ South Carolina (Oconee County), Tamassee — Tamassee Town — 💎

Near this site once stood the Cherokee "lower town" of Tamassee. On August 12, 1776 a Revolutionary War battle known as the "Ring Fight" was fought here between the Cherokee and the South Carolina Militia under Captain Andrew Pickens. The Cherokee ... — — Mag (do m152185) HM

36▶ South Carolina (Oconee County), Walhalla — Colonel R.T. Jaynes — (1862-1950) — 👽

This building, constructed in 1905, was the law office of "Colonel" Robert Thompson Jaynes from 1905 until he retired in 1950. "Colonel Bob" began his practice of law in 1885. His most notable case was Hopkins vs. Clemson College, a case . . . — — Mag (eb m64789) HM

37▶ South Carolina (Oconee County), Walhalla — Combat Infantrymen Monument — €

To Honor All Combat Infantrymen We were boys and we were young We became men on that hill we overrun Some of us lived, many of us died For a moment with us abide And join in prayer with me To honor those of the combat infantry....—— Mag (ab modesor) HM

38▶ South Carolina (Oconee County), Walhalla — Duty, Honor, Country — \$\sqrt{9}\$

The Sacrifices of few ensured the freedom of many. A grateful community remembers those who served in the Armed Forces of the United States during times of war and peace, whose courage and personal sacrifices defended and preserved our freedom... —— Mag (db m14031) HM

39▶ South Carolina (Oconee County), Walhalla — Gen. John A. Wagener — 1

Front Founder of Walhalla. Born in Sievern, Kingdom of Hannover. Germany July 21, 1816. He emigrated to Charleston, SC where her became a leader in the German emigrant community. Elected Mayor of Charleston. Organized the German . . . — Mag (do m20066) HM

40▶ South Carolina (Oconee County), Walhalla — Issaqueena Falls — Dramatic Cascades of the Upcountry — 💎

The Legend Local stories about thus site involve variations from the poem, "Catechee of Keowee," a story of love and adversity penned by J.W. Daniels, A.M., in 1898. The following is a summary of Rev. Daniels' poem, which thrust Issaqueena... — — Mag (db m14193) HM

[East Side]: Erected to the Memory of Gen. Jno. A. Wagener Founder of Walhalla and to His Co-laborers of the German Colonization Society August 23-24, 1900. —— MRD (stb m17491)

42▶ South Carolina (Oconee County), Walhalla — 37-9 — Newberry College — 1868-1877 — ❖

[Front]: Newberry College, founded in 1856, moved here from Newberry in 1868 and remained in Walhalla until 1877, returning to Newberry for the opening of the 1877-76 academic year. The Lutheran college struggled during the Civil War and . . . — Mag (db m13991) HM

43▶ South Carolina (Oconee County), Walhalla — Oconee County Confederate Monument — 5

[East Side]: This monument is dedicated to the memory of the Confederate Soldiers by the women of Oconee County. These gallant soldiers gave their lives for the principle of states rights, for the protection of their homes, and in . . . —— Mag (ab m14163) HM

44▶ South Carolina (Oconee County), Walhalla — Oconee County Veterans Memorial —

In appreciation of the Oconee County Veterans Committee for establishing this park in honor Oconee County soldiers who served so that we could be free. — Mag dob m14456) HM

45▶ South Carolina (Oconee County), Walhalla — Oconee Heritage Center — Bringing History to Life — •

Located along the edge of the Blue Ridge Mountains, the history of Oconee County dates back to when the area was predominately inhabited by the Cherokee. Following the American Revolution, and after settlement increased in South Carolina's . . . — Mag (do mesaps) HM

46▶ South Carolina (Oconee County), Walhalla — Oconee State Park — 💎

Oconee State Park was built by the Civilian Conservation Corps in the 1930s during the Great Depression and continues to serve as a destination itself and as a gateway to the nearby Chattooga and Chauga rivers and to the blue Ridge and Smoky...— Man (do m/4324) HM

47▶ South Carolina (Oconee County), Walhalla — Oconee Station / Oconee County —

Oconee Station The South Carolina Frontier Experience Oconee station & the William Richards House This site was a frontier outpost and a meeting place between European American and Cherokees of this region during the late...— — Mag (40 m14372) HM

48▶ South Carolina (Oconee County), Walhalla — 37-12 — Oconee Town — ♥

Oconee, also spelled "Aconnee," was one of the Cherokee "Lower Towns" in what is now S.C. at the base of Oconee Mountain and on the main trading path between the British and Cherokees, it was abandoned in 1752. Oconee Station was built in 1792 as an . . . — Mog (db m132055) HM

49▶ South Carolina (Oconee County), Walhalla — Patriot's Hall: Oconee Veterans Museum — Lest We Forget — South Carolina National Heritage Corridor —

Built in 1933 by the Civilian Conservation Corps, the "Old Rock Building" was constructed from rock found at nearby historic Stumphouse Tunnel. The building is owned by Oconee County. Before becoming the home to the Oconee Veteran's . . . — Mag (db m46853) HM

50▶ South Carolina (Oconee County), Walhalla — 37-2 — St. John's Lutheran Church —

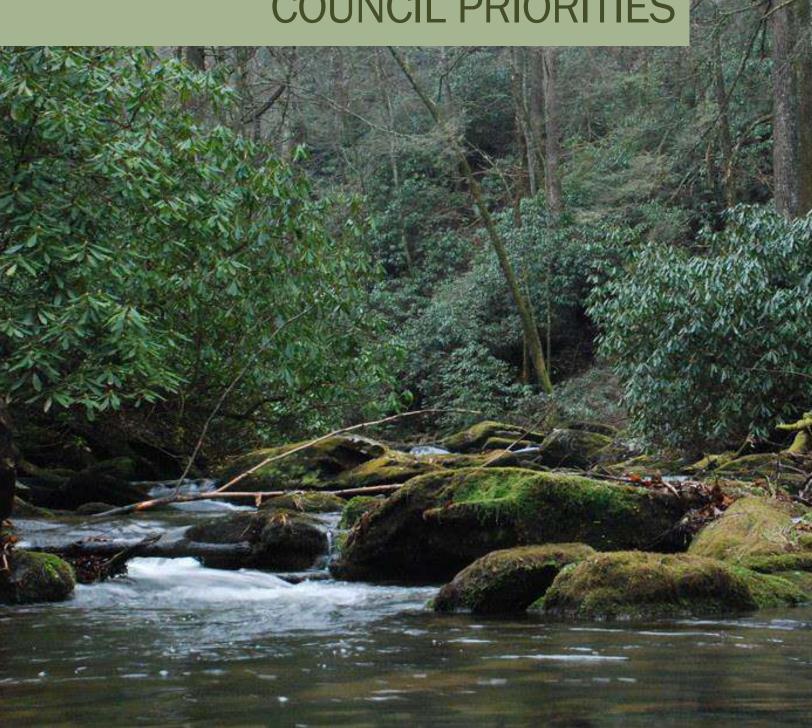
On November 20, 1853, St. John's was organized by members of the German Colonization Society of Charleston, S.C. who founded the town of Walhalla in 1850. Services were originally held in a house on West Union which was purchased from Col. Joseph...— — Mag (db m14160) HIM

-16	South Carolina (Oconee County), Walhalla — Stumphouse Mountain Tunnel — The Mountain that Defeated the Rail Line —
4.71	The history of Stumphouse Tunnel is as rich as the surrounding land and carries with it stories of dreams, failures, hardships, and opportunities. The dream was to develop a railroad line from Charleston, South Carolina to Cincinnati, Ohio. The — Mag (40 m15041) HM
52▶	South Carolina (Oconee County), Walhalla — 37-10 — Stumphouse Tunnel — 🌣
	(Front) The unfinished railroad tunnel cut into the SE face of Stumphouse Mtn. is the largest of three begun before the Civil War by the Blue Ridge Rail Road, for a line from Anderson, S.C., to Knoxville, Tenn. Work began in late 1853— Mang (de m74218) HM
53▶	South Carolina (Oconee County), Walhalla — 37-15 — The English School —
	Front Walhalla, in what was Pickens District until Oconee County was created in 1868, was founded by the German Colonization Society of Charleston in 1850 and boasted as many as 500 German settlers by 1855. The first school offering — Map (db m20964) HM
54▶	South Carolina (Oconee County), Walhalla — The Silver Rose — \$\phi\$
	The price of a silver rose is not free "They gave their tomorrow for your toadys." In memory of the men and women who served in the Vietman War and later died as a result of Agent Orange dioxins we honor and remember their —— Mag (45 m14929) WM
55▶	South Carolina (Oconee County), Walhalla — Walhalla — 🌣
	"Garden of the Gods" Gateway to the Blue Ridge — — Map (db m13987) HM
56>	South Carolina (Oconee County), Walhalla — War Between the States — 1861-1865 — 🂠
	Dedicated to the brave and gallant Confederate soldiers and their families of Western Pickens District (Oconee County) who despite great hardships gave their blood and earthly possessions in defense of states rights and their beloved south land — Mag (db m14162) HM
57▶	South Carolina (Oconee County), West Union — 37-18 — West Union Grammar School / West Union Grammar School —
	West Union Grammar School West Union Graded School, also known as West Union Grammar School or West Union Elementary School, was built here in 1923-24. In 1922, trustees purchased 4 acres from Marvin Phinney for a new school to replace an — han (do m64783) HM
58▶	South Carolina (Oconee County), West Union — West Union Veterans Memorial —
	In honor of all US Veterans Dedicated this date June 28, 2014 Sons of the American Legion Town of West Union American Legion — Mag (do m161578) WM
59▶	South Carolina (Oconee County), Westminster — Colonel Benjamin Cleveland Monument —
	—— <u>Mag</u> (db m63430) HM
0	South Carolina (Oconee County), Westminster — 37-20 — Retreat Rosenwald School — 🅏
	[Front]: This school, often called Retreat Colored School, was built in 1923 for the African-American students in and near Westminster. A two-room, two-teacher, elementary school, it was built by local builder William Walker Bearden of — — Map (do m53235) HM
51 D	South Carolina (Oconee County), Westminster — Westminster Confederate Monument — 🇇
	Dedicated to Confederate Soldiers — — Map (db m63317) WM
2 <b>▶</b>	South Carolina (Oconee County), Westminster — Westminster Depot — Southern Railway Passenger Station — South Carolina National Heritage Corridor
	The original Westminster Freight Depot was built in 1885. The railroad contributed to rapid growth and development in the Westminster area. Following incorporation and continued growth, in 1911 the passenger depot was constructed. However, as — — Mag (db m46846) HM
3▶	South Carolina (Oconee County), Westminster — Westminster First Baptist Church World War I Monument —
	Top Engraving Our Soldier Boys Ernest Whitworth M.A. Bearden A.M. Dorn J.O. Johns W.B. Dillard W.T. McCordy H.L. Evans B.H. Gilliam H.D. Breazeale F.K. Breazeale J.P. Dendy, Jr. Roy Stribling * D.A. McMillan — — Mag (cb m63319) WM
4	South Carolina (Oconee County), Westminster — Westminster World War I Monument —
	Dedicated to World War Veterans — — MBR (co m63320) WM

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# 2021 OCONEE COUNT COUNCIL PRIORITIES



# **Oconee County Mission Statement**

It is the mission of Oconee County to provide our current and future citizens and visitors quality services while protecting our communities, heritage, environment and natural resources, in an ever-changing world.

# **Oconee County Vision Statement**

Oconee County – A diverse, growing, safe, vibrant community guided by rural traditions and shaped by natural beauty; where employment, education and recreation offer a rich quality of life for all generations, both today and tomorrow.

# **County Council Priorities**

For the past several years, County Council and Administration have held a Strategic Planning Retreat to review the previous year's accomplishments, establish goals for the upcoming year, and prioritize longer term goals in preparation for the future.

The Oconee County Strategic Planning Retreat was held on Friday, February 19, 2021. During the retreat, Finance Director, Ladale Price, presented the Annual Budget Update, followed by the 2020 Year in Review, presented by County Administrator, Amanda Brock.

County Council discussed strategic goals for each district and Oconee County as a whole. This discussion revealed a primary focus on improving quality of life, increasing public safety personnel, addressing the need to expand public leisure spaces as well as improving existing critical infrastructure. Strategic planning initiatives were ranked based on Council member comments and further discussion.

Oconee County's Council's priorities for 2021-2022 were **all** identified as objectives in the 2020 Oconee County Comprehensive Plan as each initiative indicates below.

# **Tier One Priorities**

Tier One initiatives were prioritized by three or more Council members during the Strategic Planning Retreat. These projects will receive primary staff commitment and funding consideration in the next fiscal year.

**Public Safety:** Four Council initiatives focused on increasing general public safety and addressed the need for additional personnel in both law enforcement and emergency services. These initiatives are addressed as follows in the 2020 Comprehensive Plan:

<u>Strategy 7.1.3.2</u>. Regularly update and utilize the County Capital Improvements Plan to systematically construct and upgrade facilities identified in the Community Facilities Plan.

<u>Strategy 7.2.3.1</u>. Review and upgrade existing emergency facilities plans on a regular basis, implementing established goals in a systematic manner.

<u>Strategy 7.2.3.2</u>. Provide local public safety agencies appropriate assistance in obtaining funding to expand and upgrade operations.

<u>Strategy 7.2.3.3</u>. Partner with private entities in the development of emergency satellite facilities and specialized response equipment.

<u>Strategy 10.2.1.2</u>. Broaden utilization of grants to assist with capital projects and leverage existing resources to provide matching funds for grant opportunities.

<u>Strategy 10.2.1.5</u>. Encourage and seek partnership opportunities to eliminate unnecessary redundancies, strengthen funding proposals, and establish public/private partnerships to meet public safety infrastructure and facility needs.

**Utica Revitalization:** Three Council initiatives addressed opportunities for public and private investment and community improvement measures in Utica. These initiatives are addressed as follows in the 2020 Comprehensive Plan:

<u>Strategy 3.2.1.3</u>. Encourage infill housing development on vacant properties in developed residential areas already served by infrastructure.

<u>Strategy 3.2.1.4</u>. Work with the State and other organizations to identify and secure funding for housing and neighborhood rehabilitation for declining and unsafe residential areas through the public, non-profit, and private sectors.

<u>Strategy 3.2.1.5.</u> Work to encourage affordable housing development in Opportunity Zones identified in Oconee County.

<u>Strategy 3.2.1.7</u>. Promote and encourage development within defined Opportunity Zones featuring either mixed use or affordable housing elements.

<u>Strategy 4.3.1.5</u>. Establish a county-wide loan pool, in partnership with area banks, focused on downtown revitalization.

**Expansion of County Parks / Lake Hartwell:** Three Council initiatives addressed the need for expansion of county park opportunities on Lake Hartwell. These initiatives are addressed as follows in the 2020 Comprehensive Plan:

<u>Strategy 6.2.3.4</u>. Expand and maintain public parks and recreation spaces to a uniform standard of excellence.

<u>Strategy 7.3.1.2</u>. Upgrade and maintain County parks and recreation facilities to encourage and promote ecotourism opportunities.

# **Tier Two Priorities**

Tier Two priorities were identified by at least two Council members during the Strategic Planning Retreat. Staff will research and present the cost and implementation of each of the priorities throughout the 2021-2022 budget year.

**Oconee Regional Airport Hangar Construction:** Two Council members' initiatives addressed the desire for construction of T-Hangars for increased revenues at Oconee Regional Airport. These initiatives are addressed as follows in the 2020 Comprehensive Plan:

<u>Strategy 9.4.1.2</u>. Develop an on-going capital improvements program aimed at upgrading the Airport facilities to attract use by additional employers and potential occupants of the business parks in the County.

<u>Strategy 9.4.1.3</u> Seek and establish ways to utilize the Airport to foster partnerships with Clemson University in areas such as hanger lease agreements and facility use agreements.

<u>Strategy 9.4.1.4</u> Identify Federal and State funds for investment in airport enhancements, including additional hangar space.

<u>Strategy 9.4.1.5</u>. Seek public/private partnerships to fund airport operations and expansions, including additional hangar space.

<u>Strategy 10.1.2.10</u>. Continue upgrades to the Oconee County Airport in a manner that not only serves existing clientele, but establishes the facility as a premier small airport.

**Highway Safety / Traffic Alleviation:** Two Council members' prioritized list addressed the need for increased highway safety and traffic reduction measures. These initiatives are addressed as follows in the 2020 Comprehensive Plan:

<u>Strategy 9.2.1.3</u>. Maintain a priority road upgrade list that addresses existing traffic "bottlenecks" and other traffic issues and reasonably anticipates issues expected to emerge in the coming decade.

<u>Strategy 9.2.1.4</u>. Explore and adopt appropriate traffic management tools and techniques available through land use regulation that utilize concepts such as limiting the number of curb cuts in high traffic areas.

<u>Strategy 9.2.1.6</u>. Continue to require developers to provide traffic studies to determine if a road must be upgraded to safely handle increased traffic loads and to cover the cost of such road upgrades.

<u>Strategy 9.3.3.1</u>. Promote and assist in the establishment of commuter parking lots to encourage ride sharing and decrease traffic congestion.

# **Tier Three Priorities**

Tier Three initiatives were prioritized by one member of County Council, and will be incrementally implemented over a period of years as funding and opportunity allows. These initiatives are addressed as follows in the 2020 Comprehensive Plan:

# **Entrepreneurial Developments / Blue Ridge Community Center / FARM Center**

<u>Strategy 4.3.2.1.</u> Support small business start-up and expansion and assist in clearing key steps in the development and start-up process to include permitting and inspections, licensing, and eligibility for State and local incentives.

Strategy 4.3.2.2. Establish and maintain local business incubation capabilities.

<u>Strategy 4.3.3.2.</u> Capitalize on the local traditional arts, culture, and heritage of the County as an economic opportunity for small business development, downtown revitalization, and tourism.

<u>Strategy 8.1.1.9</u>. Activate vacant and underutilized County owned property to facilitate a program that invites entrepreneurs, non-profits, residents, and other groups to begin entry-level agricultural businesses, community gardens, and pilot programs for engaging residents in the agricultural processes.

# **Speculative Building / Economic Development Investment**

Strategy 4.1.1.1. Maintain economic incentives for new and expanding industry.

<u>Strategy 4.1.1.2.</u> Maintain communication with existing business and industry to assess the local business climate, public services, workforce quality, and potential areas for improvement.

<u>Strategy 4.1.1.3</u>. Continue to develop the I-85 industrial corridor with associated infrastructure to support fully utilized industrial parks.

<u>Strategy 4.1.1.4.</u> Promote the inventory of industrial sites and buildings in Oconee County with an emphasis on vacant and certified industrial sites and parks.

<u>Strategy 4.1.1.5.</u> Recruit new industry to the County and assist in expansion of existing employers in the target sectors of advanced manufacturing, biosciences, automotive, and energy.

<u>Strategy 4.1.1.6.</u> Continue to support the Oconee Economic Alliance as the primary entity to represent the County and pursue industrial development with broad-based public and private representation.

# **Expansion of County Service Locations**

<u>Strategy 7.1.3.2</u>. Regularly update and utilize the County Capital Improvements Plan to systematically construct and upgrade facilities identified in the Community Facilities Plan.

<u>Strategy 10.1.1.3</u>. Utilize the County's Five-Year Capital Plan to systematically construct and upgrade facilities identified in the Master Plan.

<u>Strategy 10.2.1.2</u>. Broaden utilization of grants to assist with capital projects and leverage existing resources to provide matching funds for grant opportunities.

<u>Strategy 10.2.1.3</u>. Explore and pursue other revenue sources such as user-based fees, impact fees, and other sources to help fund infrastructure.

<u>Strategy 10.2.1.5</u>. Encourage and seek partnership opportunities to eliminate unnecessary redundancies, strengthen funding proposals, and establish public/private partnerships to meet public infrastructure and facility needs.

# **Greenway Development Plan**

<u>Strategy 7.3.1.1</u>. Partner with public and private entities to develop a countywide greenway system that will offer opportunities for nature-based recreation in areas where few currently exist and to connect existing parks to enable safe cycling routes.

<u>Strategy 9.3.2.1</u>. Provide and encourage pedestrian and bicycle connectivity between existing and planned residential, parks and recreation areas, trails, public facilities, and commercial and industrial uses that will enable alternative transportation opportunities.

<u>Strategy 9.3.2.3</u>. Seek funding opportunities to create nature trails, sidewalks, bicycle lanes, and other facilities designed to make communities more walkable, reduce vehicular traffic, and improve safety for pedestrians and cyclists.

<u>Strategy 10.1.2.9</u>. Expand bicycle and pedestrian routes to allow for greater use of alternative forms of transportation and to promote ecotourism opportunities.

# **Bountyland Fire Substation Construction**

<u>Strategy 7.1.3.2</u>. Regularly update and utilize the County Capital Improvements Plan to systematically construct and upgrade facilities identified in the Community Facilities Plan.

<u>Strategy 7.2.3.1</u>. Review and upgrade existing emergency facilities plans on a regular basis, implementing established goals in a systematic manner.

<u>Strategy 7.2.3.2</u>. Provide local public safety agencies appropriate assistance in obtaining funding to expand and upgrade operations.

# **Wastewater Treatment Expansion**

<u>Strategy 3.2.2.1</u>. Encourage the expansion of water and sewer infrastructure and facilities to increase opportunities for new industrial, commercial and residential development and provide service for existing residential areas that are currently unserved.

<u>Strategy 6.3.1.1</u>. Support wastewater treatment providers in the extension of sewer service to currently unserved or underserved areas to minimize the need for septic tanks where conditions are not suitable or water sources may be compromised.

<u>Strategy 6.3.1.2</u>. Support wastewater treatment providers in the upgrade and expansion of existing treatment facilities to accommodate the expansion of sewer service.

# **Stormwater Management Personnel / Engineer**

<u>Strategy 6.3.3.1</u>. Establish strategies and adopt measures necessary to create a framework for the efficient implementation of erosion and sediment control regulations.

<u>Strategy 6.3.3.2</u>. Develop a County storm water management program to prepare for efficient and cost-effective implementation in the event of Federal designation.

# **Alternative Solid Waste Opportunities**

<u>Strategy 7.2.2.1</u>. Work to reduce the volume of solid waste through increased recycling and composting.

<u>Strategy 7.2.2.2.</u> Seek out innovative and alternative technologies that provide a long-term solution to current and projected solid waste needs and may also be used in the future to mitigate and reclaim closed facilities.

# **Roadway Infrastructure**

<u>Strategy 9.2.1.1</u>. Acquire and allocate C-funds and leverage in-kind resources to maintain and enhance the County road network and supporting infrastructure.

# **Broadband Expansion**

<u>Strategy 7.2.3.6</u>. Work with communications providers to ensure optimum communications access and speed for emergency services, local governments, businesses, residents, and visitors.

# **Development or Impact Fees**

<u>Strategy 10.2.1.3</u>. Explore and pursue other revenue sources such as user-based fees, impact fees, and other sources to help fund infrastructure.

# Conclusion

The goals and objectives set forth by this Council define a significant priority: a better way of life for all Oconeeans and our visitors