

## 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](http://Oconeesc.com). Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **891 1981 7685**. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.

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# UPDATED AGENDA

## OCONEE COUNTY COUNCIL MEETING

**April 20, 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 [ksmith@oconeesc.com](mailto:ksmith@oconeesc.com) 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 16, 2021 Regular Minutes
- March 19, 2021 Special Meeting Minutes

### Administrator Comments

### Attorney Comments

### Proclamation 2021-03

- Proclamation 2021-03 Recognizing April as National Donate Life Month

### 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

## Proclamation 2021-04

- Proclamation 2021-04 Recognizing the week of April 11, 2021 through April 17, 2021 as National Public Safety Telecommunications Week

## Presentation to Council

- ~~Appalachian Council of Governments / Mr. Steve Pelissier, Executive Director~~

## Public Hearings for the Following Ordinances

[None Scheduled.]

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

## Third Reading of the Following Ordinances

[None Scheduled.]

## Second 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, SOUTH CAROLINA AND A COMPANY KNOWN FOR THE TIME BEING AS “PROJECT RISE,” PROVIDING FOR THE PAYMENT OF A SPECIAL SOURCE REVENUE CREDIT TO SUCH COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.”

*An Economic Development matter*

## First Reading of the Following Ordinances

**Ordinance 2021-09** “AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE “LITTER CONTROL ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA.””

*Forwarded from the Law Enforcement, Public Safety, Health & Welfare Committee*

**Ordinance 2021-10** “AN ORDINANCE REPEALING ORDINANCE 2021-04, WHICH REQUIRED INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN FACILITIES OWNED OR OPERATED BY OCONEE COUNTY.”

*General Government matter*

## First & Final Reading for the Following Resolutions

[None Scheduled.]

## Discussion Regarding Action Items

### Request Council approval to accept the Challenges to the Affordable and Attainable Housing in Oconee County document provided by the Planning Commission as public record

*Forwarded from the Planning Commission*

2020 Comprehensive Plan recognizes that there are challenges to affordable and attainable housing in Oconee County. This document gives brief summary of the research that was gathered.

It is staff’s recommendation that County Council accept the Challenges to Affordable and Attainable Housing in Oconee County document provided by the Planning Commission as public record.

#### 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

## **Southern Disaster Recovery / Emergency Services / \$369,270.00**

**Budget:** 150,000.00 [County Match Funds to-date] / **Project Cost:** 92,317.50 / **Balance:** \$57,682.50

*\$276,952.50 will be paid by the Emergency Watershed Protection Grant*

Staff is requesting Council Approval to Award the Debris Clearing and Disposal to Southern Disaster Recovery, LLC (SDR) as per the pricing in Contract Agreement #1928. This is priced per task associated with each location to be cleared. SDR provided estimated Cubic Yards of debris to be removed for each location priced at the rate listed in Contract Agreement # 1928. These quantities may vary after all debris is removed.

There are nine (9) sites within Oconee County that require debris clean up. At this time matching funds are available to complete site numbers 5-8 listed on the S.C State Damage Survey Report (DSR). The estimated total for these 4 sites is \$369,270.00 (Grant portion \$276,952.50 County match \$92,317.50).

A large portion of the debris removal projects identified by Oconee County Emergency Services lie within the City of Seneca. Because of this circumstance, Oconee County will need to work in concert with the City of Seneca in relation to access rights, the provision of in-kind services, and related matters.

It is the staff's recommendation that Council [1] approve the Award to Southern Disaster Recovery, LLC of Greenville, SC for Debris Clearing and Removal, per Agreement # 1928 and Amendment dated 3-15-2021; [2] approve debris cleaning for SDR sites 5, 6, 7, & 8 in an estimated amount of \$369,270.00 (Grant portion \$276,952.50 County match \$92,317.50); [3] authorize the County Administrator to approve any change orders for DSR site numbers 5, 6, 7, & 8 as long as the amounts do not exceed amounts approved in the Emergency Watershed Protection Grant, matching funds or in-kind match. The Final amount will depend on the amount debris that is removed from each site; and [4] authorize the County Administrator to approve debris clearing on site numbers 9 and 12 as match funding or in-kind match becomes available.

## **Officer Body Armor / Sheriff's Office / \$66,684.60**

**Budget:** \$66,684.60 / **Project Cost:** \$66,684.60 / **Balance:** \$0.00

This purchase is for twenty-seven (27) new vests for SWAT officers. These vests will replace aging/expired vests. Vests expire within five (5) years of the manufacturer date and all of our current vests are expired or within one year of expiring. These are Level 3A vests which provide a higher level of protection against pistol and rifle ammunition. The SWAT team needs a higher level of protection due to the nature of their high-risk duties. These vests will increase officer safety and reduce liability in high-risk situations.

It is the staff's recommendation that Council approve the purchase of Officer Vests to Lawmen's Supply of Raleigh, NC, in the amount of \$66,684.60, per State Contract #4400018551.

## **Officer Uniforms / Animal Control, Detention Center, Sheriff / \$184,033.68**

**Budget:** \$201,700.00 / **Project Cost:** \$184,033.68 / **Balance:** \$17,666.32

*Procurement pending approval of the FY 21-22 budget*

The Sheriff's Office, Animal Control and Detention Center purchase officer uniforms on an as needed basis. These items include, but are not limited to; uniform trousers, cargo pants, shirts, jackets, rain gear, hats, traffic vests, gloves and belts. Combining items for the three departments into one bid allows the County to obtain better pricing through higher volume discounting. The term of this contract is for one year with the option to renew for four additional one-year periods and will begin on July 1, 2021.

On March 4, 2021 formal sealed bids were opened for Officer Uniforms. Twelve firms were originally notified of this bid opportunity. Three firms submitted bids, with DesignLab, Inc., of Greenville, SC, submitting the lowest, responsive bid of \$184,033.68. Bid totals were calculated using estimated quantities of the items each using department requires. Actual item quantities ordered will vary depending on the County's needs and fund availability.

### **COUNCIL MEMBERS**

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Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

It is the staff's recommendation that Council [1] approve the award of ITB 20-04, Officer Uniforms for Animal Control, Detention Center and Sheriff, to DesignLab, Inc., of Greenville, SC; in the estimated amount of \$184,033.68 and [2] authorize the County Administrator to renew the bid for up to four one-year periods, provided the work is satisfactory and the amounts do not exceed amounts budgeted for Officer Uniforms.

### **Tires for Heavy Equipment / Rock Quarry & Vehicle Maintenance / \$180,617.64**

**Budget:** \$180,617.64 / **Project Cost:** \$180,617.64 (Based on Estimated Quantities) / **Balance:** \$0.00

*Procurement pending approval of the FY 21-22 budget*

The Rock Quarry & Vehicle Maintenance purchase tires and have existing tires repaired for numerous pieces of heavy equipment, as needed, throughout the year. Bid totals were calculated using estimated quantities of the tires that may be required. Actual quantities ordered will vary depending upon the County's needs. The term of this contract is for one year with the option to renew for four additional one-year periods and will begin on July 1, 2021. On February 23, 2021, formal sealed bids were opened for tires for heavy equipment. Three companies were originally notified of this bid opportunity. Three companies submitted bids, with Interstate Tire Service, LLC, of Pelzer, SC, submitting the lowest, responsive bid of \$180,617.64.

It is the staff's recommendation that Council [1] approve the Award of Bid #20-05 to Interstate Tire Service, LLC, of Pelzer, SC, for the estimated amount of \$180,617.64 and [2] authorize the County Administrator to renew the bid for up to four one-year periods, provided their work is satisfactory and the amounts do not exceed amounts budgeted for Heavy Equipment Tires.

### **Payroll and Human Capital Management Software / Finance / Human Resources / \$126,970.75**

**Budget:** \$150,000.00 / **Project Cost:** \$126,970.75 / **Balance:** \$23,029.25

*Procurement pending approval of the FY 21-22 budget*

Paylocity offers a solution for Oconee County by building a payroll and human resource program in-house to meet The County's diverse scheduling and needs. Our current provider cannot meet our multiple scheduling and needs due to limitations on their behalf. Paylocity maintains and builds their software in-house and are constantly upgrading as needs arise. Paylocity is currently integrated with Planned Administrators, Inc. and the State Retirement System; therefore, creating a seamless and effortless transition. This ensures employee information is transitioned to the new software system with no errors and minimizing staff time.

Paylocity charges for year one (1) is \$126,970.75; which includes a one-time implantation fee of \$3,250.00. After the first year of service, the yearly fee is \$123,720.75 per year.

It is the staff's recommendation that Council approve the sole source purchase of Payroll and Human Capital Management Software to Paylocity of Schaumburg, IL in the amount of \$126,970.75.

### **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 Drift.*

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Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

*[2] Receive legal advice and discuss a contractual matter, and related potential contractual matter, with respect to the disposition of certain county owned property.*

*[3] Discussion regarding potential acquisition and transfer of real property to Emergency Services.*

## **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)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2021-03**

**A PROCLAMATION RECOGNIZING APRIL AS NATIONAL DONATE  
LIFE MONTH**

**WHEREAS**, one of the most meaningful gifts that a human being can bestow upon another is the gift of life through organ, eye, and tissue donation; and,

**WHEREAS**, more than 108,000 children and adults await lifesaving transplants, of which more than 1,300 are in South Carolina; and,

**WHEREAS**, in 2020, for the first time ever, more than 200 South Carolinians said “YES” to organ donation, saving the lives of 514 people awaiting their second chance at life; and,

**WHEREAS**, we are still losing an average of 20 lives every day due to the lack of organs available for transplantation because every 10 minutes another name is added to the national transplant waiting list; and,

**WHEREAS**, according to national research conducted by Donate Life America, more than 90 percent of Americans support donation and more than 54 percent of South Carolinians have registered at the DMV; and

**WHEREAS**, the decision to become an organ donor can save up to eight lives and tissue donation can enhance many more – men, women, and children who depend on the generosity and sacrifice of others to receive a second chance at life; and

**WHEREAS**, every person should support this life saving effort by learning more about organ, eye, and tissue donation, making their families aware of their wishes and registering online at [www.donatelifesc.org](http://www.donatelifesc.org), or when they receive or renew their South Carolina Driver’s License,

**NOW, THEREFORE**, we, the Oconee County Council, do hereby proclaim April as National Donate Life Month in Oconee County, South Carolina and urge all citizens to support this lifesaving effort.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of April, 2021.

OCONEE COUNTY, SOUTH CAROLINA



ATTEST:

Katie D. Smith  
Clerk to County Council

APPROVED:

John Elliott  
Chairman, Oconee County Council



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2021-04**

**A PROCLAMATION RECOGNIZING THE WEEK OF APRIL 11, 2021  
THROUGH APRIL 17, 2021 AS NATIONAL PUBLIC SAFETY  
TELECOMMUNICATIONS WEEK**

**WHEREAS**, Patricia Anderson of the Contra Costa County Sheriff's Office in California set up National Public Safety Telecommunications Week in 1981 to recognize and celebrate those who are dedicated to serving the public; and,

**WHEREAS**, this week of recognition is observed across the United States annually; and,

**WHEREAS**, Oconee County benefits daily from the dedication and service of the Oconee County Emergency 911 Center and the dispatchers and staff members working therein; and,

**WHEREAS**, the Emergency 911 Center answers six non-emergency lines and five 911 lines, and dispatches for Walhalla, Westminster, Salem, West Union, the Oconee County Sheriff's Office, eight rescue squads, and nineteen fire departments; and,

**WHEREAS**, The Oconee County Sheriff's Office has great pride in the Emergency 911 Center telecommunications staff and all that they do in service to the community; and,

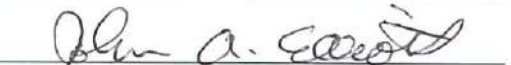
**WHEREAS**, though we are observing a week of recognition, we acknowledge that 911 dispatch is a year round job and dispatchers work around the clock to provide emergency assistance; and,

**WHEREAS**, Oconee County recognizes and appreciates our dispatchers and telecommunications staff this week and at all times for their contributions to the safety and wellbeing of the community.

**NOW, THEREFORE**, we, the County Council, do hereby proclaim April 11, 2021 through April 17, 2021 as National Public Safety Telecommunications Week in Oconee County, South Carolina, and urge all citizens to recognize and celebrate our Emergency 911 Center dispatchers and staff and to reflect on the necessary service they provide.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of April, 2021.

OCONEE COUNTY, SOUTH CAROLINA

  
John Elliott, Chairman of County Council

  
ATTEST:  
Katie D. Smith, Clerk to County Council



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-08**

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**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT RISE," PROVIDING FOR THE PAYMENT OF A SPECIAL SOURCE REVENUE CREDIT TO SUCH COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

Be it ordained by the County Council of Oconee County, South Carolina:

**Section 1. Findings.** The Oconee County Council finds that:

(a) Oconee County, South Carolina ("County") acting by and through its County Council ("Council") is authorized and empowered by Sections 4-1-175, 4-1-170, 4-1-172 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, "Act"), to (i) provide special source revenue credits against payments in lieu of taxes derived by the County pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise and other infrastructure in order to enhance the economic development of the County, through which powers the industrial development of the State of South Carolina ("State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) The County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors;

(c) A company or companies known for the time being as "Project Rise" ("Company"), propose to locate a facility upon certain land in the County ("Land") and are proposing investment in property and certain real estate improvements located in the County, the cost of which is estimated to be approximately \$22,000,000.00 over 5 years (collectively, "Project");

(d) The Project is located entirely within the County, and it is anticipated the Project will be included in and subject to a multi-county park arrangement pursuant to the MCIP Act as described in this Ordinance ("Park");

(e) The Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement by and between the County and the Company ("SSRC Agreement"), the substantially finally form of which is attached as Exhibit A, which provides for special source revenue credits against fees in lieu of tax payable by the Company under the agreement relating to the Park for a

period of 5 years for the Project or each component thereof placed in service during an initial five-year investment period and any investment period extension to which the County and the Company agree, in amounts as follows: 75% of annual fee payments in years 1-3 and 25% of annual fee payments in years 4-5, provided, however, the aggregate special source revenue credits related to the Project or the Land, or both, shall not exceed \$675,000.00;

(f) The County has caused to be prepared and presented to the Council the form of an agreement for Development of a Joint County Industrial Park (Project Rise) by and between the County and Pickens County ("MCIP Agreement"), the substantially finally form of which is attached as Exhibit B, pursuant to which the Land shall be located in a Park upon the approval of this Ordinance by the County and the approval of a separate ordinance by the Pickens County Council; and

(g) Based solely on the Company's representations, it appears that the SSRC Agreement and MCIP Agreement, which are attached to this Ordinance, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

**Section 2. Approval of SSRC Agreement and MCIP Agreement.** Subject to the provisions of Section 5 of this Ordinance, provisions relating to a county's ability to govern itself by "home rule" regarding the procedural requirements for adopting ordinances and approving agreements, any law that may relate to the SSRC Agreement or MCIP Agreement, or both, and State law generally, and, to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the SSRC Agreement and the MCIP Agreement are each hereby authorized, ratified, and approved.

The County hereby authorizes the Chair of Council to execute and deliver the SSRC Agreement and the MCIP Agreement and deliver the same to the Company and Pickens County, as applicable, each in the forms now before Council or with such changes thereto as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, their execution thereof to constitute evidence of such approval. The Clerk to County Council shall attest the SSRC Agreement and the MCIP Agreement and affix the County seal to each agreement (to the extent requested).

**Section 3. Multi-County Park.** The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the MCIP Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in Section 1 of this Ordinance. Sharing of expenses and revenues of the County and any partner county shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

**Section 4. Statutory Findings.** Based solely on information provided by the Company, Council makes the following additional findings:

(a) The County's actions herein will serve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) The Project and the special source revenue credits set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

**Section 5. Authority to Act.** The Chair of County Council, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed, for and on behalf of the County, to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the County under and pursuant to the Agreement.

**Section 6. Severability.** If any portion of this Ordinance is unenforceable for any reason, then the remainder of this Ordinance is unaffected.

**Section 7. Controlling Provisions.** If this Ordinance conflicts in any respect with any other County ordinance, resolution, or order, then this Ordinance, to the extent of that conflict, supersedes and controls.

**Section 8. Effective Date.** This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
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Passed and approved this 4<sup>th</sup> day of May, 2021

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliott, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Katie D. Smith, Clerk to Council  
Oconee County Council

First Reading:            March 16, 2021  
Second Reading:        April 20, 2021  
Public Hearing:           May 4, 2021  
Third Reading:          May 4, 2021

**EXHIBIT A**  
**FORM OF SSRC AGREEMENT**

**EXHIBIT B**  
**FORM OF MCIP AGREEMENT**

**STATE OF SOUTH CAROLINA        )**  
**COUNTY OF OCONEE                )**  
**COUNTY OF PICKENS              )**       **AGREEMENT FOR DEVELOPMENT OF A  
JOINT COUNTY INDUSTRIAL AND  
BUSINESS PARK (PROJECT RISE)**

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of [], 2021, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

**RECITALS**

**WHEREAS**, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2021-08, enacted by Oconee County Council on May 4, 2021, and Ordinance No. [], enacted by Pickens County Council on [], 2021, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County, only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

**WHEREAS**, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

**2. Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Rise” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such



inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code ("Non-Qualifying Site"), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

**4. Fee in Lieu of Taxes.** To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

**5. Allocation of Expenses.** Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county's portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.** Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

**7. Revenue Allocation within Each County.**

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in either Oconee County or Pickens County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time.

(C) Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in either Pickens County or Oconee County shall be distributed within Pickens County in accordance with the applicable governing ordinance of Pickens County in effect from time to time.

**8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

**9. Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

**10. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning

zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**11. Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

**12. Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

**13. South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

**14. Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**15. Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

**16. Term; Termination.** This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, the Company, to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Special Source Revenue Credit Agreement by and between Oconee County, South Carolina and the Company, dated as of May 4, 2021, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Oconee County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

**PICKENS COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Pickens County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Pickens County, South Carolina

**EXHIBIT A**  
**OCONEE COUNTY PROPERTY**  
[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

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**EXHIBIT B**  
**PICKENS COUNTY PROPERTY**

NONE

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## **SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Agreement") is entered into as of May 4, 2021, by and between PSL Seneca Propco LLC, a Georgia limited liability company ("Company"), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina ("County").

### **WITNESSETH:**

**WHEREAS**, the County, acting by and through its County Council ("County Council") is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended ("Code"), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

**WHEREAS**, the Company, is considering the construction or expansion, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County ("Project"). The Company anticipates that the Project will result in an investment of approximately \$22,000,000.00 in taxable property in the County during the Investment Period (as defined below);

**WHEREAS**, the County and Pickens County, South Carolina have established a joint county industrial and business park ("Park"), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code, within which Park the Project is or will be included;

**WHEREAS**, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which payments-in-lieu of tax are to be distributed according to the Park Agreement to the County and to Pickens County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

**WHEREAS**, by Ordinance duly enacted by the County Council on May 4, 2021, following a public hearing conducted on May 4, 2021, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement;

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:

### **ARTICLE I DEFINITIONS**

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

"Act" shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina

1976, as amended.

*"Administration Expenses"* shall mean the reasonable and necessary expenses including reasonable attorneys' fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

*"Affiliate"* shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

*"Agreement"* shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

*"Co-Investor"* shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act. The County and Company hereby acknowledge and agree that, as of the date hereof, each of Phoenix Seneca Developer LLC, Phoenix Development Group Partners LLC and Phoenix Senior Living LLC are designated as Co-Investors entitled to the benefits of this Agreement.

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

*"Company"* shall mean PSL Seneca Propco LLC, a Georgia limited liability company, and its successors and assigns as permitted herein.

*"Cost"* or *"Cost of the Infrastructure"* means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

*"County"* shall mean Oconee County, South Carolina, a body politic and corporate and a political



subdivision of the State of South Carolina, and its successors and assigns.

*"County Council"* shall mean the County Council of the County.

*"Event of Default"* shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

*"Fee Payments"* shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

*"Infrastructure"* shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

*"Investment Period"* shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending 5 years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service.

*"Land"* shall mean the real property in the County more specifically described on Exhibit A hereto.

*"Multi-County Fee"* shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

*"Net Fee Payments"* shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

*"Ordinance"* shall mean the Ordinance enacted by the County Council of the County on May 4, 2021, authorizing the execution and delivery of this Agreement.

*"Park"* shall mean the joint county industrial and business park established by the County and Pickens County pursuant to the terms of the Park Agreement.

*"Park Agreement"* shall mean the Agreement for Development of a Joint County Industrial and Business Park (Project Rise), dated as of [\_\_\_\_], 2021, by and between the County and Pickens County, South Carolina, as from time to time amended.

*"Person"* shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

*"Project"* shall mean the Company's acquisition by construction or purchase of the land (including the Land), buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

*"Special Source Revenue Credits"* or *"Credits"* shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company's Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

*"State"* shall mean the State of South Carolina.

## ARTICLE II

## REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the undersigned representatives of the County, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

**Section 2.02 Representations by the Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company in good standing under the laws of the State of Georgia, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the Company, threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Special Source Revenue Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge, after due inquiry, of the Company, there is no pending or threatened action, suit, proceeding, inquiry, or investigation which would materially impair the Company's ability to perform its obligations under this Agreement.

#### **Section 2.03 Covenants of the County.**

(a) The County will at all times use its commercially reasonable efforts to maintain its corporate existence and to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its commercially reasonable efforts and endeavor to work with Pickens County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its commercially reasonable efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

#### **Section 2.04 Covenants of the Company.**

(a) The Company shall use its commercially reasonable efforts to invest not less than \$22,000,000.00 in taxable property in the Project during the Investment Period. The County

acknowledges and agrees that investment by Co-Investors in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$5,000.00.

#### **Section 2.05 Indemnification.**

(a) Subject to the provisions of this Section 2.05, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 2.05(b), the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the

circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

### ARTICLE III SPECIAL SOURCE REVENUE CREDITS

**Section 3.01 Payment of Cost of Infrastructure.** The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

**Section 3.02 Special Source Revenue Credits.** The County agrees to provide Special Source Revenue Credits for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure as described below:

(a) Subject to the remaining provisions of this Agreement, the County will provide the Company Special Source Revenue Credits against payments in lieu of taxes as provided in Section 4-1-175 of the Act in an amount equal to 75% of each annual Fee Payment to be made by the Company during years 1-3 of this Agreement and 25% of each annual Fee Payment to be made by the Company during years 4-5 of this Agreement. The aggregate amount of Special Source Revenue Credits provided to the Company under this Agreement shall not exceed \$675,000.00. The Special Source Revenue Credits shall be used by the Company to defray a portion of its costs of certain Infrastructure during the Investment Period. The Special Source Revenue Credits will be received by the Company during years 1-5 following the placement in service of the initial asset investment which shall coincide with the first Fee Payment due to the County by the Company. Upon receipt of payment of all Fee Payments and any ad valorem property taxes then due with respect to the Project or any other property of the Company located in the County and an Annual Credit Certification, substantially in the form attached as Exhibit B, the County shall rebate to the Company the Special Source Revenue Credits to be paid by check for such year no later than ninety (90) days following receipt of the annual filing and payment.

(b) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers,

or covenants hereunder except to the extent of the Net Fee Payments.

(d) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

**Section 3.03 Repayment of Special Source Revenue Credits.** If the Company (together with any Co-Investors) fails to invest during the Investment Period at least \$22,000,000.00 in real and/or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then the Company shall repay to the County a *pro rata* amount of any Special Source Revenue Credits received by the Company based on the percentage of the actual investment by the Company and any Co-Investors in such property related to the Project, as compared to the required investment amount of \$22,000,000. Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

#### ARTICLE IV CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

**Section 4.01 Documents to be Provided by County.** Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

**Section 4.02 Transfer of Project.** The County hereby acknowledges that the Company may from time to time and in accordance with the provisions of this Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; provided, however, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement or the Special Source Revenue Credits; provided, that (i) no such consent or ratification shall be required for assignments to an Affiliate of the Company, any Co-Investor or any Affiliate of a Co-Investor; and (ii) such consent or ratification shall not be unreasonably withheld, conditioned or delayed and may be evidenced by a Resolution of the County Council.

#### ARTICLE V DEFAULTS AND REMEDIES

**Section 5.01 Events of Default.** Each of the following shall be an “Event of Default” under this Agreement, provided, however, that no failure on the part of the Company to meet any level of investment set forth in this Agreement shall constitute an Event of Default.

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of 12 months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County, as the case may be, has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

**Section 5.02 Legal Proceedings by Company or County.** Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party’s duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any and all rights and remedies provided by the applicable laws of the State, including, with respect to any Event of Default, as described in section 5.01(a), proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest); or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

**Section 5.03 Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

**Section 5.04 Nonwaiver.** No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI MISCELLANEOUS

**Section 6.01 Successors and Assigns.** All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

**Section 6.02 Provisions of Agreement for Sole Benefit of County and Company.** Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 6.03 Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

**Section 6.04 No Liability for Personnel of County or Company.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on this Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 6.05 Notices.** All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:



Oconee County, South Carolina  
Attention: County Administrator  
415 S. Pine Street  
Walhalla, SC 29691

with a copy (which shall not constitute notice) to:

Oconee County, South Carolina  
Attention: County Attorney  
415 S. Pine Street  
Walhalla, SC 29691

with a copy (which shall not constitute notice) to:

Michael Kozlarek  
Kozlarek Law LLC  
330 East Coffee Street  
Greenville, SC 29601

as to the Company:

PSL Seneca Propco LLC  
Attention: Scot Burton, General Counsel  
10933 Crabapple Road  
Roswell, GA 30075

with a copy (which shall not constitute notice) to:

Womble Bond Dickinson (US) LLP  
Attention: Stephanie Few  
5 Exchange Street  
Charleston, SC 29401

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests, or other communications shall be sent.

**Section 6.06 Applicable Law.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**Section 6.07 Execution.** This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 6.08 Amendments.** This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be approved via resolution of County Council.

**Section 6.09 Waiver.** Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

**Section 6.10 Termination; Defaulted Payments.** This Agreement shall terminate on the date upon

which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

[TWO SIGNATURE PAGES AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chair of its County Council and its seal to be hereunto affixed and attested by the Clerk of its County Council as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliott, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Katie D. Smith, Clerk to Council  
Oconee County Council

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first above written.

PSL SENECA PROPCO LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Legal Description.

Commencing at the Point of Beginning, a 1/2" Rebar on the Right-of-Way of State Road S-402 also known as Sheep Farm Road, with SC State Plane Coordinates; Northing 1,049,871.26, Easting 1,398,609.23 and being North 12°20'16" East, a distance of 99.66 feet from a computed point in the intersection of Sheep Farm Road, S-37-402 and Bountyland Road, S-37-135, thence North 36°31'17" West, a distance of 434.17 feet to the beginning of a curve concave to the northeast having a radius of 3925.00 feet and a central angle of 9°34'27" and being subtended by a chord which bears North 32°52'55" West 655.11 feet; thence northwesterly along said curve, a distance of 655.88 feet to a point of cusp; thence North 61°57'03" East, a distance of 45.00 feet to a point of cusp on a curve concave to the northeast having a radius of 3880.00 feet and a central angle of 3°17'53" and being subtended by a chord which bears North 26°26'47" West 223.30 feet; thence northwesterly along said curve, a distance of 223.33 feet to a point of cusp; thence South 81°22'48" East, a distance of 8.81 feet; thence North 63°41'52" East, a distance of 67.65 feet; thence North 67°27'02" East, a distance of 65.77 feet; thence North 88°23'57" East, a distance of 32.36 feet; thence North 61°43'20" East, a distance of 104.61 feet; thence North 82°37'21" East, a distance of 35.54 feet; thence North 58°50'27" East, a distance of 58.31 feet; thence North 78°27'30" East, a distance of 69.46 feet; thence North 64°39'32" East, a distance of 9.11 feet; thence South 44°18'45" East, a distance of 976.91 feet; thence South 63°09'17" West, a distance of 251.24 feet; thence South 27°22'54" East, a distance of 372.01 feet; thence South 66°21'55" West, a distance of 362.63 feet; thence North 74°11'34" West, a distance of 40.92 feet to the Point of Beginning. Containing 16.54 Ac., more or less.

**EXHIBIT B**  
**FORM OF ANNUAL CREDIT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of PSL Seneca Propco LLC (“Company”), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of May 4, 2021, between Oconee County, South Carolina and the Company (“Agreement”), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20\_\_\_\_ was \$\_\_\_\_\_.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning \_\_\_\_\_, 2021 (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_\_\_, is \$\_\_\_\_\_.

(3) The amount due and owing for the \_\_\_\_\_ tax year, as reflected on the County’s Consolidated Tax Invoice, dated \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, is \$\_\_\_\_\_ (“Invoiced Amount”).

(4) The credit calculation for the \_\_\_\_\_ tax year is \$\_\_\_\_\_ (which is [appropriate credit percentage for applicable year 1-5]% of the Invoiced Amount).

(5) The aggregate credit (including credit for the \_\_\_\_\_ tax year) for all tax years for which a credit has been/is being claimed is \$\_\_\_\_\_.

(6) The credit remaining against which the Company can claim, as of December 31, 20\_\_\_\_, is \$\_\_\_\_\_ (which reflects an amount equal to \$675,000.00 less the aggregate amount of all credits previously claimed, including for the \_\_\_\_\_ tax year).

Each capitalized term used, but not defined in this Certification, has the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand: \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-09**

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF  
THE "LITTER CONTROL ORDINANCE OF OCONEE  
COUNTY, SOUTH CAROLINA."

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

**WHEREAS**, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, after adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances");

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to rewrite, revise, and amend the "Litter Control Ordinance of Oconee County, South Carolina" (the "Litter Control Ordinance") found in Article IV of Chapter 12 of the Code of Ordinances; and

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

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

1. The Litter Control Ordinance is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of the Litter Control Ordinance showing the changes made to the existing provisions; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby approves and adopts Attachment A as the governing "Litter Control Ordinance of Oconee County, South Carolina."

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 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 assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading: April 20, 2021  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_



## ATTACHMENT A

### ARTICLE IV. - LITTER CONTROL

#### Sec. 12-172. - Name.

This article shall be known as the "Litter Control Ordinance of Oconee County, South Carolina."

#### Sec. 12-173. - Purpose.

It is the purpose of this article to establish standards for the control of litter in the unincorporated areas of Oconee County ("County"), to establish penalties as are necessary to discourage violations of these standards, and to provide for the recovery of costs incurred by the County in enforcing the provisions contained herein.

#### Sec. 12-174. - Authority.

This article is adopted pursuant to the provisions of S.C. Code §§ 4-9-25 and 4-9-30 and as authorized by any other applicable local, state, and federal law.

#### Sec. 12-175. - Definitions.

For purposes of this article the following definitions apply:

*Enforcement officer* means a duly authorized law enforcement officer of Oconee County, including, but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Department and designated code enforcement officers employed by the County.

*Litter* means all solid waste material including but not limited to disposable packages or containers, trash, garbage or refuse, but not including the wastes of the primary processes of mining, logging, sawmilling or farming, which is not stored in secure solid waste receptacles or which is otherwise not held or disposed of in a manner consistent with local, state, or federal law.

*Littering* means the act of dumping, throwing, dropping, depositing, discarding, placing, or in any way disposing of litter upon public or private property within the jurisdictional boundaries of Oconee County.

*Open dump* means a land disposal site for solid waste which does not qualify as a sanitary landfill.

*Person* means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

*Recyclable materials* means those materials which are capable of being recycled, which would otherwise be processed or disposed of as solid waste.

*Recycling* means any process by which recyclable materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.

*Solid waste* means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material, resulting from industrial, commercial, residential, mining, and agricultural operations and from community activities.

*Solid waste receptacle* means all containers, boxes, barrels, and other devices that allow for the sanitary, safe, secure, and orderly temporary storage of solid waste.

*State* means the State of South Carolina.

Sec. 12-176. - Application—Prohibition of litter.

- (1) Littering, as defined in this article, is strictly prohibited within the geographic boundaries of the County.
- (2) The provisions and prohibitions of this article apply to depositing solid waste or recyclable materials at or around any County solid waste facility ("facility") in an area not specified for the deposited materials, including, but not limited to, leaving materials outside the fence of a facility, tossing materials over the fence of a facility, dumping materials not suitable for mulch at the County mulching yard, or dumping materials suitable for the mulching yard at another facility.
- (4) The provisions of this article do not apply to the dumping on private property with the owner's permission of sand, dirt, broken bricks, concrete blocks or broken concrete, pavement, or other suitable materials which do not create a nuisance or health hazard, provided such dumping is otherwise consistent with local, state, and federal laws, and further provided that such materials are not mixed with any other type of material. Open dumping is, however, prohibited.
- (5) The responsibility for the removal of litter from a property shall be upon the person responsible for littering the property. If, however, the person responsible for littering the property is unknown or there is no conviction of a person for the violation in question, then the owner of the property shall be responsible for removing the litter.
- (6) In the event litter is moved by wind or other force of nature from one property onto another property, the owner of the property of origin shall be held responsible for clean-up and removal.
- (7) If any litter can be identified as having last belonged to, or been in the possession of, any person prior to its being disposed of as prohibited herein, such identification shall be prima facie evidence that such person littered in violation of this article.
- (8) Whenever litter is thrown, placed, deposited, dropped, dumped, or cast from any motor vehicle, boat, or other conveyance, the operator of the conveyance shall be presumed to have violated this article.
- (9) Persons placing solid waste in solid waste receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements or by animals upon any public or private property. Solid waste receptacles shall not be placed or positioned in a manner which may constitute a public nuisance or obstruction.
- (10) No person shall drive or move any vehicle, including a trailer, within the County that has been loaded with solid waste unless such solid waste is covered or otherwise securely loaded in such a manner as to prevent littering, including leakage or spillage.

- (11) Property owners determined by the magistrate's court, or court of competent jurisdiction, to be liable for removal of litter may request the court's referral to the County litter mitigation committee for financial assistance from the County "litter mitigation fund," created in section 12-177 of this article.

Sec. 12-177. - Reserved.

Sec. 12-178. - Enforcement, penalties, and fines.

(1) *Enforcement.*

- (a) Enforcement of the provisions of this article shall be carried out by duly authorized code enforcement or law enforcement officers, including, but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Office and designated code enforcement officers employed by the County. In addition to the powers of law enforcement officers to enforce this ordinance, Oconee County Code Enforcement Officers are authorized to:
- (i) Cause the inspection of any public or private property within the unincorporated limits of the County whenever it shall be necessary to enforce the provisions of this article.
  - (ii) Issue a uniform summons to any person violating the provisions of this article in their presence.
  - (iii) Serve written notice on the owner of a property containing litter, requiring abatement or removal of the litter within 15 calendar days.
- (b) Any property owner refusing or neglecting to abate or remove litter from property within 15 calendar days of receiving a written notice from a Code Enforcement Officer shall be served with a uniform summons and shall be subject to prosecution in accordance with subsection (2), below. In addition, the Code Enforcement Officer may cause the removal or abatement of such litter, with all expenses, including administrative expenses, incurred in abating or removing such litter recoverable from the owner of the property from which the litter is removed or abated, or from any person causing or maintaining the same, in the manner as debts or like amounts are now recoverable by law.

(2) *Penalties and fines.*

- (a) Any person violating the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined not less than \$100.00 nor more than \$500.00 for each offense plus court costs (or up to 30 days in jail, or both).
- (b) In addition to the fine and/or term of imprisonment, the court must also impose, at a minimum, eight hours of litter-gathering labor or other form of community service. If a person violates the provisions of this article in an amount exceeding 15 pounds, the court must impose, at a minimum, 16 hours of litter-gathering labor or other form of community service in addition to the fine or term of imprisonment. The court may waive the community service portion of this penalty only in cases of incapacity, infirmity, or as otherwise determined by the court to be appropriate under the

circumstances. If the community service portion of the penalty is waived, each hour of community service shall be replaced by an additional \$15.00 fine.

- (c) Further, the court may order any person violating the provisions of this article to pay restitution to the County or to the victims for the costs of removing or abating such litter.
- (d) One hundred percent of the fines collected by the County pursuant to this article shall be remitted to the Oconee County Sheriff's Office to help defray the cost of enforcing this article.
- (e) The magistrate's court shall have jurisdiction to enforce this article.

Oconee County, South Carolina



# **Attachment B**

## **highlights proposed changes**

ATTACHMENT B

ARTICLE IV. - LITTER CONTROL

Sec. 12-172. - Name.

This article shall be known as the "Litter Control Ordinance of Oconee County, South Carolina."

Sec. 12-173. - Purpose.

It is the purpose of this article to establish standards for the control of litter in the unincorporated areas of Oconee County ("~~county~~County"), to establish penalties as are necessary to discourage violations of these standards, and to provide for the recovery of costs incurred by the ~~county~~County in enforcing the provisions contained herein.

Sec. 12-174. - Authority.

This article is adopted pursuant to the provisions of S.C. Code §§ 4-9-25 and 4-9-30 and as authorized by any other applicable local, state, and federal law.

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For purposes of this article the following definitions apply:

*Enforcement officer* means a duly authorized law enforcement officer of Oconee County, including, but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Department and designated code enforcement officers employed by the ~~county~~County.

*Litter* means all solid waste; material including ~~cigarettes and cigarette filters~~ but not limited to disposable packages or containers, trash, garbage or refuse, but not including the wastes of the primary processes of mining, logging, sawmilling or farming, which is not stored in secure solid waste receptacles or which is otherwise not held or disposed of in a manner consistent with local, state, or federal law.

*Littering* means the act of dumping, throwing, dropping, depositing, discarding, placing, or in any way disposing of litter upon public or private property within the jurisdictional boundaries of Oconee County. ~~Littering includes the act of "open dumping" which is defined as the disposal of solid waste at an unpermitted site and/or which creates an environmental hazard, is susceptible to open burning, vectors, scavengers, or which otherwise creates a hazardous condition.~~

*Open dump* means a land disposal site for solid waste which does not qualify as a sanitary landfill.

*Person* means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

*Recyclable materials* means those materials which are capable of being recycled, which would otherwise be processed or disposed of as solid waste.

*Recycling* means any process by which recyclable materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.

*Solid waste* means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material, resulting from industrial, commercial, residential, mining, and agricultural operations and from community activities.

*Solid waste receptacle* means all containers, boxes, barrels, and other devices that allow for the sanitary, safe, secure, and orderly temporary storage of solid waste.

*State* means the State of South Carolina.

Sec. 12-176. - Application—Prohibition of litter.

- (1) Littering, as defined in this article, is strictly prohibited within the geographic boundaries of the ~~county~~County.
- (2) The provisions and prohibitions of this article apply to depositing solid waste or recyclable materials at or around any ~~county~~County solid waste facility ("facility") in an area not specified for the deposited materials, including, but not limited to, leaving materials outside the fence of a facility, tossing materials over the fence of a facility, dumping materials not suitable for mulch at the ~~county~~County mulching yard, or dumping materials suitable for the mulching yard at another facility.
- ~~(3) The provisions and prohibitions of this article apply to a tenant leaving or depositing solid waste, recyclable materials, or other property on or at the property of the respective landlord/property owner upon such tenant being evicted or upon the end of the lease term. This includes materials left in or about rented storage facilities at the conclusion of the rental term.~~
- (4) The provisions of this article do not apply to the dumping on private property with the owner's permission of sand, dirt, broken bricks, concrete blocks or broken concrete, pavement, or other suitable materials which do not create a nuisance or health hazard, provided such dumping is otherwise consistent with local, state, and federal laws, and further provided that such materials are not mixed with any other type of material. Open dumping is, however, prohibited.
- (5) The responsibility for the removal of litter from a property shall be upon the person responsible for littering the property. If, however, the person responsible for littering the property is unknown or there is no conviction of a person for the violation in question, then the owner of the property shall be responsible for removing the litter.
- (6) In the event litter is moved by wind or other force of nature from one property onto another property, the owner of the property of origin shall be held responsible for clean-up and removal.
- (7) If any litter can be identified as having last belonged to, or been in the possession of, any person prior to its being disposed of as prohibited herein, such identification shall be prima facie evidence that such person littered in violation of this article.
- (8) Whenever litter is thrown, placed, deposited, dropped, dumped, or cast from any motor vehicle, boat, or other conveyance, the operator of the conveyance shall be presumed to have violated this article.

- (9) Persons placing solid waste in solid waste receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements or by animals upon any public or private property. Solid waste receptacles shall not be placed or positioned in a manner which may constitute a public nuisance or obstruction.
- (10) No person shall drive or move any vehicle, including a trailer, within the ~~county~~County that has been loaded with solid waste unless such solid waste is covered or otherwise securely loaded in such a manner as to prevent littering, including leakage or spillage.
- (11) Property owners determined by the magistrate's court, or court of competent jurisdiction, to be liable for removal of litter may request the court's referral to the ~~county~~County litter mitigation committee for financial assistance from the ~~county~~County "litter mitigation fund," created in section 12-177 of this article.

Sec. 12-177. - Reserved.

Sec. 12-178. - Enforcement, penalties, and fines.

(1) *Enforcement.*

- (a) Enforcement of the provisions of this article shall be carried out by duly authorized code enforcement or law enforcement officers, including, but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Office and designated code enforcement officers employed by the ~~county. These~~County. In addition to the powers of law enforcement officers shall be to enforce this ordinance. Oconee County Code Enforcement Officers are authorized, consistent with their respective statutory powers, to:
  - (i) Cause the inspection of any public or private property within the unincorporated limits of the ~~county~~County whenever it shall be necessary to enforce the provisions of this article.
  - (ii) Issue a uniform summons to any person violating the provisions of this article in their presence.
  - (iii) Serve written notice on the owner of a property containing litter, requiring abatement or removal of the litter within 15 calendar days.
- (b) Any property owner refusing or neglecting to abate or remove litter from property within 15 calendar days of receiving a written notice from ~~an enforcement officer~~a Code Enforcement Officer shall be served with a uniform summons and shall be subject to prosecution in accordance with subsection (2), below. In addition, the ~~enforcement officer~~Code Enforcement Officer may cause the removal or abatement of such litter, with all expenses, including administrative expenses, incurred in abating or removing such litter recoverable from the owner of the property from which the litter is removed or abated, or from any person causing or maintaining the same, in the manner as debts or like amounts are now recoverable by law.

(2) *Penalties and fines.*



- (a) Any person violating the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined not less than \$100.00 nor more than \$500.00 for each offense plus court costs (or up to 30 days in jail, or both).
- (b) In addition to the fine and/or term of imprisonment, the court must also impose, at a minimum, eight hours of litter-gathering labor or other form of community service. If a person violates the provisions of this article in an amount exceeding 15 pounds, the court must impose, at a minimum, 16 hours of litter-gathering labor or other form of community service in addition to the fine or term of imprisonment. The court may waive the community service portion of this penalty only in cases of incapacity ~~or~~, infirmity~~;~~, or as otherwise determined by the court to be appropriate under ~~such~~the circumstances. If the community service portion of the penalty is waived, each hour of community service shall be replaced by an additional \$15.00 fine.
- (c) Further, the court may order any person violating the provisions of this article to pay restitution to the ~~county~~County or to the victims for the costs of removing or abating such litter.
- (d) One hundred percent of the fines collected by the ~~county~~County pursuant to this article shall be remitted to the Oconee County Sheriff's Office to help defray the cost of enforcing this article.
- (e) The magistrate's court shall have jurisdiction to enforce this article.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-10**

**AN ORDINANCE REPEALING ORDINANCE 2021-04, WHICH  
REQUIRED INDIVIDUALS TO WEAR FACE COVERINGS IN  
CERTAIN FACILITIES OWNED OR OPERATED BY OCONEE  
COUNTY.**

**WHEREAS**, S.C. Code §§ 4-9-25 and 4-9-30 grant to the County broad powers concerning health, order, safety, and the preservation thereof;

**WHEREAS**, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that can result in serious illness or death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

**WHEREAS**, the Oconee County Council, by way of Ordinance 2021-04, determined that it would serve the public interest and be within the County’s police powers under Home Rule and S.C. Code § 4-9-25 to require that individuals wear face coverings in certain County-owned or operated facilities in order to help combat the transmission of COVID-19; and

**WHEREAS**, in light of all current circumstances, including the progress made in combating the spread of COVID-19 through vaccinations and otherwise, Oconee County Council deems the restrictions contained in Ordinance 2021-04 no longer necessary.

**NOW, THEREFORE**, be it ordained by the Oconee County Council as follows:

- 1. Ordinance 2021-04, which required individuals to wear face coverings in certain facilities owned or operated by Oconee County is hereby repealed.
- 2. 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 assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading:            April 20, 2021  
Second Reading:        \_\_\_\_\_  
Third Reading:            \_\_\_\_\_  
Public Hearing:            \_\_\_\_\_

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** April 20, 2021  
**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE [Brief Statement]:**

Request Council approval to accept the Challenges to the Affordable and Attainable Housing in Oconee County document provided by the Planning Commission as public record.

**BACKGROUND DESCRIPTION:**

2020 Comprehensive Plan recognizes that there are challenges to affordable and attainable housing in Oconee County. This document gives brief summary of the research that was gathered.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

n/a

**FINANCIAL IMPACT [Brief Statement]:**

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

**Approved by :** \_\_\_\_\_ **Finance**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

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

**Approved by :** \_\_\_\_\_ **Grants**

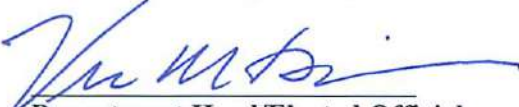
**ATTACHMENTS**

1. Letter from the Planning Commission entitled "Challenges to Affordable and Attainable Housing in Oconee County"

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that County Council accept the Challenges to Affordable and Attainable Housing in Oconee County document provided by the Planning Commission as public record.

**Submitted or Prepared By:**

  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Amanda F. Brock, County Administrator

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

# OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

## Challenges to Affordable and Attainable housing in Oconee County

*The Oconee County Planning Commission requested speakers from various entities that operate housing related businesses to speak during Commission meetings. The Oconee County Planning Commission sincerely thanks the following individuals for sharing their knowledge and time with the Commission:*

*Lauren Richardson, Our Daily Rest  
Jon Goyert, Oconee County Habitat for Humanity  
David Gully, Oconee County Home Builder's Association  
Brad Kisker, Oconee County Home Builder's Association  
Chris Eleazer, Oconee Joint Regional Sewer Authority*

**Abstract:** The primary limitations for construction of new developments that provide Affordable and Attainable housing in Oconee County are the topographical constraints, lower than average median household income, and the availability of critical infrastructure services. Regardless of the fluctuations in the market for real estate, labor, and building materials the ability of developers to make any density driven housing project financially viable is directly correlated to the ability of the market to bear the rental or mortgage costs, costs associated with site preparation and the availability of critical infrastructure.

**Issue:** The lack of housing in the County that is both Affordable and Attainable as well as located in areas with fundamental amenities such as shopping, jobs, and schools is a primary contributing factor for sprawl and the cycle-of-poverty that many of our citizens are stuck in. Home owners County wide pay an average of 21.1% of income on mortgages. Renters, County wide pay an average of 31.5% on rent. Approximately 1,904 home owners (8.5% of all homeowners) and 1,975 renters (23.7% of all renters) spend more than 50% of household income on housing costs. (Source: U.S. Census 2018 American Community Survey)

### **Definitions:**

*Affordable housing:* Less than 30% of income spent on housing  
(Source: Department of Housing & Urban Development)

*Attainable housing:* Nonsubsidized, for-sale housing that is affordable to households with incomes between 80 and 120 percent of the area median income (AMI).  
(Source: Urban & Land Institute / Brookings Institute)

**Examples:** Using the definitions for Affordable and Attainable, the data in Table 1 indicates AMI across different Census tracts in the County and what Affordable and Attainable housing costs should look like in these areas. Countywide, the AMI is \$46,056 with a range of \$30,919-\$60,632 per year.

Table 1

Area Median Income (AMI)	Affordable rent or mortgage	Attainable housing cost (purchase price)
\$30,000	\$750/month, \$9,000/year	\$24,000-36,000
\$46,056	\$1,151/month, \$13,816/year	\$36,844-55,267
\$60,000	\$1,500/month, \$18,000/year	\$48,000-72,000

**Housing:** The availability of housing stock in Oconee County has plummeted recently in reaction to the attraction of the area for retirees from other states, proliferation of short-term rental properties, increase of property values, costs of building materials, and high-demand / short-supply of home builders.

Housing issues mean different things to different people. The growing number of homeless in Oconee County have a unique perspective on what a house means to them. A house to a homeless person is another chance at life and another chance to hope. A reduction in rental or mortgage costs to those almost 4,000 families that spend more than 50% of their income on housing means a chance to better themselves and their families, be more than a paycheck away from financial hardship, and raise themselves out of the cycle-of-poverty. A reduction in rent or mortgage for those who are not “burdened” by excessive housing costs creates opportunities to invest and distribute their disposable incomes around the County and region.

While there is not one individual factor to pin all housing issues for all housing types on, when focusing on Affordable and Attainable housing in the County a lower AMI, topography, and the availability of critical infrastructure are major constraints.

The AMI is an indicator to developers how they can price their product on the market. If that market price does not support their financial goals, they won't build. Oconee County has very little in the way of land-use and density restrictions when compared with other jurisdictions. Approximately 88% of the County is Control-Free District which has no usage or density limitations. Where the local government provides very few hurdles, mother nature does. The elevation in the County ranges 554' above mean sea level (MSL) to 2,064' MSL. Topography for a developer is a major consideration for construction. Costs associated with grading, filling, storm water planning, design and build of infrastructure are all amplified as the grade of a property increases. In order to build with economies of scale, developers need to put as many dwellings on a piece of property as they can. Certain infrastructure is required to make Affordable and Attainable housing viable, including sewer. A lack of wide-reaching sewer service is good in certain regards. The density becomes focused on the cities instead of sprawling out. This helps keep the rural areas rural and the cost of roads, police, fire, and emergency services lower. The

creation of Affordable and Attainable housing in rural portions of the County is hampered by the lack of a robust sewer system.

**Next steps:** As the three main constraints – AMI, topography, and infrastructure– have been identified the next step is creating an action plan to address these items. The state of South Carolina’s AMI is \$56,227 while Oconee County’s AMI is \$46,056. Working on goals to raise the AMI to meet or exceed the state average through economic development and other methods would address the issue. While the County can do little about its topography, addressing any governmental constraints or regulations related to topography could be of benefit to developers and the County. When looking at infrastructure such as sewer, creating a long term plan to not just run sewer anywhere but to strategically place the sewer and regulate the land-use in places that sewer serves could address both sprawl and Affordable and Attainable housing.

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 20, 2021

## ITEM TITLE:

Title: Southern Disaster Recovery

Department(s): Emergency Services

Estimated Amount: \$369,270.00

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.

Finance Approval: *Shakela V Price*

**Budget: 150,000.00** County Match Funds to-date Project Cost: **92,317.50**

**Balance: \$57,682.50**

\$276,952.50 will be paid by the Emergency Watershed Protection Grant

## BACKGROUND DESCRIPTION:

On December 15, 2020, County Council approved acceptance of an award from the United States Department of Agriculture (USDA), Natural Resources Conservation Services (NRCS) Emergency Watershed Protection (EWP) Program, which is reimbursable up to, but not to exceed \$5.2 million with a twenty-five (25%) percent local (County) match; which can be paid by cash or in-kind services, for the purpose of clearing debris from County waterways and restoring impaired watersheds.

On February 26, 2019, Aiken County awarded RFP 19-06-P for Disaster Clearing, Removal and Disposal to Southern Disaster Recovery, LLC (SDR) of Greenville, SC. On May 23, 2019, Aiken County and SDR signed the Contract Agreement #1928 for RFP 19-06-P. On March 3, 2021, an Amendment to Agreement #1928 was issued to include Oconee County in this contract.

Staff is requesting Council Approval to Award the Debris Clearing and Disposal to Southern Disaster Recovery, LLC (SDR) as per the pricing in Contract Agreement #1928. This is priced per task associated with each location to be cleared. SDR provided estimated Cubic Yards of debris to be removed for each location priced at the rate listed in Contract Agreement # 1928. These quantities may vary after all debris is removed.

There are nine (9) sites within Oconee County that require debris clean up. At this time matching funds are available to complete site numbers 5-8 listed on the S.C State Damage Survey Report (DSR). The estimated total for these 4 sites is \$369,270.00 (Grant portion \$276,952.50 County match \$92,317.50).

County Priority	DSR Site No.	Site	Extents	Responsibility
1	5	Coneross Ck at Raddison Road	500' u/s and d/s	Southern Disaster Recovery
2	6	Return Church Rd at Water Trt Plant	500' u/s and 1300' d/s	Southern Disaster Recovery
3	8	Wells Hwy	700' u/s	Southern Disaster Recovery
4	7	Return Church Rd near Semper Fi	500' u/s and 1300' d/s	Southern Disaster Recovery

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

**SPECIAL CONSIDERATIONS OR CONCERNS:**

A large portion of the debris removal projects identified by Oconee County Emergency Services lie within the City of Seneca. Because of this circumstance, Oconee County will need to work in concert with the City of Seneca in relation to access rights, the provision of in-kind services, and related matters.

This grant award is part of a Federal allocation to the State of South Carolina. It is Oconee County Emergency Service's goal to draw as much of the \$5.2 million reimbursable amount as possible over the program's timeline. There is no penalty for not completing the full scope of work, but all work towards the goal of this grant award will be reimbursed, consistent with EWP Program percentages.

All manpower and equipment costs from Oconee County Roads and Bridges, within the scope of work, will count toward the in-kind match. As Damage Survey Report site numbers 10, 11 and 13 are cleaned up by Oconee County Roads and Bridges more matching funds (in-kind match) will become available and more sites can be cleared. The 2 remaining sites are identified as Damage Survey Report site numbers 9 and 12. Staff is requesting Council authorize the County Administrator to review and approve these remaining sites as funds become available.

County Priority	DSR Site No.	Site	Extents	Responsibility
	10	Horseshoe Road	100' u/s and d/s of 2 crossings	Oconee County Roads & Bridges
	11	Lelia Road	100' u/s and 400' d/s	Oconee County Roads & Bridges
	13	Goddard	Immediately u/s and d/s	Oconee County Roads & Bridges
5	9	James Way	Wells Hwy to Dalton Road	Southern Disaster Recovery
6	12	Ploma Drive	Ploma and Oxford to Dalton	Southern Disaster Recovery

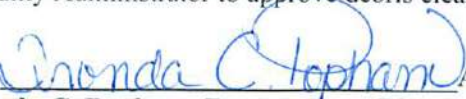
**ATTACHMENT(S):**

1. Aiken County Contract Agreement #1928 including Amendment dated 3-15-21
2. Southern Disaster Recovery, LLC Letter of Transmittal Dated April 6, 2021
3. SC State EWP Project 5054 – Damage Survey Report (DSR) – Oconee County Identified Sites

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council:

1. Approve the Award to Southern Disaster Recovery, LLC of Greenville, SC for Debris Clearing and Removal, per Agreement # 1928 and Amendment dated 3-15-2021.
2. Approve debris cleaning for SDR sites 5, 6, 7, & 8 in an estimated amount of \$369,270.00 (Grant portion \$276,952.50 County match \$92,317.50).
3. Authorize the County Administrator to approve any change orders for DSR site numbers 5, 6, 7, & 8 as long as the amounts do not exceed amounts approved in the Emergency Watershed Protection Grant, matching funds or in-kind match. The Final amount will depend on the amount debris that is removed from each site.
4. Authorize the County Administrator to approve debris clearing on site numbers 9 and 12 as match funding or in-kind match becomes available.

Submitted or Prepared By:   
Tronda C. Popham, Procurement Director

Approved for Submittal to Council:   
Amanda F. Brock, County Administrator

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





#1928

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of May, 2019, by and between **AIKEN COUNTY, SC** hereinafter termed the "Owner", and **SOUTHERN DISASTER RECOVERY, LLC**, hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the Owner has caused to be prepared, in accordance with law, the Contract Documents listed in Section 7 below for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

**WHEREAS**, the Contractor, in response the Request for Proposals, has submitted to the Owner, in the manner and the time specified, a Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

**WHEREAS**, the Owner, in the manner prescribed by law, has publicly opened, examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful proposer for said work, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

**NOW, THEREFORE**, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

### SECTION A – SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Emergency Debris Removal and Management Services ("Services") to the Owner, in accordance with the terms and conditions contained in the Contract Documents attached hereto, and including all addenda to the Request for Proposals.

### SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Schedule contained in Contractor's Proposal. The Contractor shall provide to the



Owner or the Owner's authorized representatives, access to any books, documents, papers, and

records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

## SECTION C – TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, regulations, rules and laws pertaining to the Contractor's work, including those of the Federal Emergency Management Agency.
2. **Insurance:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
3. **Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
4. **Force Majeure:** Neither party shall be responsible for delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.



5. **Term:** This Agreement shall become effective on the date signed and expire 5/22/24 with 3 1yr renewals
6. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Contractor may only terminate this Agreement for Owner's material breach of a term or obligation in this Agreement. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The Contract Documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Agreement as fully as if disclosed and written at length and made a part hereof:
  - A. This Contract;
  - B. The Request for Proposals;
  - C. The Invitation to Request for Proposals;
  - D. General Conditions;
  - E. Scope of Services;
  - F. Contractor's Proposal;
  - G. Contractor's Insurance certifications;
  - H. Notice of Award;
  - I. Notice to Proceed; and
  - J. Any modifications, including Change Orders duly delivered after execution of this Contract.

This Agreement may be amended only by written instrument signed by both parties.

8. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.



9. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

AIKEN COUNTY, SOUTH CAROLINA

SOUTHERN DISASTER RECOVERY

By: *Doug Bunker*  
Title: County Council Chairman  
Date: 5-31-2019

By: *AM*  
Title: CEO  
Date: 5-23-19

REVIEWED  
By: *Maly*  
Aiken County Attorney

Sponsor(s) : Judicial and Public Safety Committee  
Committee Referral : Judicial and Public Safety Committee  
Committee Consideration Date : February 19, 2019  
Committee Recommendation : Approval  
Effective Date : February 20, 2019

#1928

RESOLUTION NO. 19-02-28

19-06-P

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Enter into an Agreement with Southern Disaster Recovery, LLC for Disaster Clearing, Removal and Disposal.

WHEREAS:


1. The Procurement Department notified fifteen (15) suggested and registered vendors of the opportunity to submit a Proposal for Disaster Clearing, Removal and Disposal; and
2. The Proposal was advertised in the South Carolina Business Opportunities (SBCO) and the Aiken County website on November 14, 2018; and
3. Proposal were received from six (6) vendors on or before the closing time of 3:00 p.m. on December 19, 2018. One was deemed non-responsive due to not attending the mandatory pre-proposal meeting held on December 6, 2018; and
4. The proposal package was forwarded to the Emergency Management Director for review and evaluation; and
5. It is the recommendation of the Emergency Management Director that the proposal be awarded to Southern Disaster Recovery, LLC; and

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Council Chairman is authorized to enter into an agreement with Southern Disaster Recovery, LLC.
2. Execution of this agreement is contingent upon review and approval of the agreement by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on February 19, 2019.

ATTEST:

  
Tamara Sullivan, Council Clerk

SIGNED:

  
Gary Bunker, Chairman

IMPACT STATEMENT:

COUNCIL VOTE: Unanimous



Becky Dawes  
Procurement Director  
bdawes@aikencountysc.gov

Date: 03/15/2021

**Amendment to Agreement #1928 Southern Disaster Debris Removal**

This amendment is made between Aiken County South Carolina and Oconee County South Carolina allowing them to "piggyback on our agreement #1928 and to use our RFP Documents 19-06-P for Debris Clearing, Removal and Disposal. Based on the following:

Oconee County South Carolina received a USDA Grant to clear debris from creeks and rivers that occurred during an April 2020 tornado. Due to time constraints they only have 180 days to complete the project(s) and this does not allow enough time for them to do a full RFP and have a contract in place before the funds would expire. Allowing them to use our documents for this cleanup has been approved by our County Administrator, Clay Killian. He authorizes me as Procurement Director to sign and document in our Southern Disaster Agreement file. Signatures below are from Aiken County, Oconee County and Southern Disaster.

For Aiken County 03/15/2021

Printed Name: Becky Dawes  
Signature: Becky Dawes  
Title: Procurement Director

For Oconee County 03/15/2021

Printed Name: Tronda C. Popham  
Signature: Tronda C. Popham  
Title: Procurement Director

For Southern Disaster Recovery 03/15/2021

Printed Name: Al McClan  
Signature: Al McClan  
Title: CEO



# LETTER OF TRANSMITTAL

April 6, 2021

RE: Oconee County Creek/Stream Disaster Debris Removal  
Estimate of Quantities and Costs

Scott Krein  
Emergency Management Chief  
300 S. Church Street  
Walhalla, SC 29691

Dear Sir:

Southern Disaster Recovery (SDR) is pleased to submit the enclosed Work Plan (DRAFT) and estimated quantities and cost estimates for the Oconee County Creek/Stream Disaster Debris Removal.

Since its inception, SDR has delivered superior debris recovery and removal services for the communities to which we have been contracted. When a disaster strikes, communities want the assurance that the contractor they have chosen to aid in recovering their community will provide efficient and comprehensive services. SDR has the experience and reputation to accomplish the contract requirements to the satisfaction of all parties involved.

SDR has surveyed the following damaged sections associated with the NRCS funded debris removal and identified estimated quantities of debris to be removed.

DSR Site #	Site		Est. # Access Pts <sup>1</sup>	Est. Cost of Access Pts <sup>2</sup>	Access Sub Total	Debris Clearing Estimated Quantities	Debris Clearing Unit Rate	Debris Clearing Sub Total	Grand Total Per DSR Site
5	Coneross Ck at Raddison Road	SDR	4	\$ 8,772.50	\$35,090	4,000 CY	\$ 24.00/CY	\$ 96,000	\$ 131,090.00
6	Return Church Rd at Water Trt Plant	SDR	4	\$ 8,772.50	\$35,090	1,500 CY	\$ 24.00/CY	\$ 36,000	\$ 71,090.00
7	Return Church Rd near Semper Fi	SDR	2	\$ 8,772.50	\$17,545	4,000 CY	\$ 24.00/CY	\$ 96,000	\$113,545.00
8	Wells Hwy	SDR	2	\$ 8,772.50	\$ 17,545	1,500 CY	\$ 24.00/CY	\$ 36,000	\$ 53,545.00
9	James Way	SDR	6	\$ 8,772.50	\$ 52,635	22,200 CY	\$ 24.00/CY	\$ 532,800	\$ 585,435.00
12	Ploma Drive	SDR	6	\$ 8,772.50	\$ 52,635	26,500 CY	\$ 24.00/CY	\$ 636,000	\$ 688,635.00

<sup>1</sup> Access point is an entry way to the work area for creek debris removal. As described; 25' X 100'; base of filter fabric (15 rolls) w/ 8" of crush & run capped with 4" of 57 stone.

<sup>2</sup> Access point costs include purchase, installation, removal



Robert "Chip" Patterson, the signer of this proposal, has the authority to bind Southern Disaster Recovery, LLC in all representations of this proposal.

SDR intends to be bound by the terms of this proposal and the prices provided herein. We look forward to the opportunity to be your disaster debris removal contractor.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Robert Patterson', is written over a light blue horizontal line.

Robert "Chip" Patterson  
Vice President of Operations  
Southern Disaster Recovery, LLC

Below is the contact information for this contract:

Company Name	Southern Disaster Recovery, LLC
Address 1	109 White Oak Rd. Greenville, SC 29609 (Corporate Office)
Phone	(864)469-9776
Fax	(864)469-9642
Email	<a href="mailto:al@southerndr.com">al@southerndr.com</a> / <a href="mailto:Chip@southerndr.com">Chip@southerndr.com</a>
Contact Person	Al McClaran / Chip Patterson

Attached: Project Plan DRAFT



## Oconee County Identified Sites

### Emergency Watershed Protection Program (EWP) Project 5054

<b>DSR</b>	<b>Site</b>	<b>Extents</b>
5	Coneross Ck at Raddison Road	(500' u/s and d/s)
6	Return Church Rd at Water Trt Plant	(500' u/s and 1300' d/s)
7	Return Church Rd near Semper Fi	(500' u/s and 1300' d/s)
8	Wells Hwy (700' u/s)	(700' u/s)
9	James Way	(Wells Hwy to Dalton Road)
10	Horseshoe Road	(100' u/s and d/s of 2 crossings - RipR)
11	Lelia Road	(100 ft u/s and 400 ft d/s)
12	Ploma Drive	(Ploma and Oxford to Dalton)
13	Goddard	(immediately u/s and d/s)

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 20, 2021

**ITEM TITLE:**

**Title: Officer Body Armor**

**Department(s): Sheriff's Office**

**Amount: \$66,684.60**

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.

Budget: **66,684.60**

Project Cost: **66,684.60**

Finance Approval: *Adale V Price*

**Balance: 0.00**

**BACKGROUND DESCRIPTION:**

This purchase is for twenty-seven (27) new vests for SWAT officers. These vests will replace aging/expired vests. Vests expire within five (5) years of the manufacturer date and all of our current vests are expired or within one year of expiring. These are Level 3A vests which provide a higher level of protection against pistol and rifle ammunition. The SWAT team needs a higher level of protection due to the nature of their high-risk duties. These vests will increase officer safety and reduce liability in high-risk situations.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

SC Materials Management Office solicited bids for Body Armor and awarded State Contract #4400018551 to Lawmen's Distribution. Lawmen's Distribution's closest location to Oconee County is Columbia, SC. This State Contract offers a discount of 35-45% off of list prices.

**ATTACHMENT(S):**

1. State Contract Pricing
2. Lawmen's Distribution Quote

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the purchase of Officer Vests to Lawmen's Supply of Raleigh, NC, in the amount of \$66,684.60, per State Contract #4400018551.

Submitted or Prepared By: *Tronda C Popham*  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F Brock*  
Amanda F. Brock, County Administrator

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

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



3319 Anvil Place  
Raleigh, NC 27603

800 Clanton Road Suite T  
Charlotte, NC 28217

4961 Broad River Rd. Suite B  
Columbia, SC 29212

SALES QUOTE	
SQ-351022	3/19/2021



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer	Contact	Ship To
OCONEE COUNTY ATTN: ACCOUNTS PAYABLE ATTN: ACCOUNTS PAYABLE 415 S. PINE ST WALHALLA SC 29691 Tel: (864)638-4117		OCONEE COUNTY LAW ENFORCEMENT CENTER 300 S. CHURCH ST. WALHALLA SC 29691

Account	Terms	Due Date	Account Rep	Schedule Date
OCONCO	NET 30 Days	4/18/2021	Jerald Branz	3/19/2021

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-351022		CROMPTON	FACTORY DIRECT	1	4/5/2021 3:30:02 PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1		PRICING PER SC STATE CONTRACT 4400018551					
2	PAP1221393	Protech SHIFT 360 Single Flap, Traditional Modular Webbing, VELCRO Brand Closure	27	\$2,330.00	EA		\$62,910.00
3	PAP1223930	Protech SHIFT 360 Ballistics, Matrix Level IIIA	27	\$0.00	EA		\$0.00
4	PAP1224026	Protech SHIFT 360 Cumberbund, Matrix Level IIIA	27	\$0.00	EA		\$0.00
5	PAP1314071	Protech Shoulders, Matrix Level IIIA	27	\$0.00	EA		\$0.00
6	PAP1315132	Protech Lower Abdomen / Spine, Advanced Webless System, Matrix Level IIIA	54	\$0.00	EA		\$0.00
7	PAP1224020	Protech Structured Upper Arms short, Matrix Level IIIA	27	\$0.00	EA		\$0.00
8	PAP1346108	Protech Enhanced Groin, Traditional Modular Webbing, Matrix Level IIIA	27	\$0.00	EA		\$0.00
9	PAP1219262	Protech Triple M4 Magazine Carry Set	27	\$0.00	EA		\$0.00
10	PAP1223589SS	ID Patch Small "SHERIFF"	54	\$0.00	EA		\$0.00
11	PAP1223589SL	ID Patch Large "SHERIFF"	54	\$0.00	EA		\$0.00
12	PAP1219671TP19A	Protech TP19A, Utility Pouch, 4" X 8", Vertical	27	\$0.00	EA		\$0.00
13	PAP1219671TP21A	Protech TP21A, Radio Pouch w/ Bungee, Universal	27	\$0.00	EA		\$0.00
14	PAP1219671TP10A	Protech TP10A, Side Arm Magazine Pouch, Double	27	\$0.00	EA		\$0.00
15	PAP1219671TP12C	Protech TP12C, 37/40 MM Less Lethal Pouch, 7 Round	27	\$0.00	EA		\$0.00
16	PAP1345363	Protech X-CAL DTC1 Type III ICW 10X12 Multi Curve Shooters Cut	54	\$0.00	EA		\$0.00
17		FREE FREIGHT					

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.  **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.  **FREIGHT WILL BE ADDED TO ALL INVOICES.  **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.  **QUOTE IS GOOD FOR 30 DAYS.	<b>Tax Details</b> SCTAX \$3774.600  <b>Payment Details</b> 01/01/00 No Payment History	<b>Taxable</b> \$62,910.00  <b>Total Tax</b> \$3,774.60 <b>Exempt</b> \$0.00 <b>Total</b> \$66,684.60  <b>Balance</b> \$66,684.60
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**Contractor:** Lawmen's Distribution  
**Address:** 3319 Anvil Place  
Raleigh, NC 27603  
**Phone:** (919) 779 - 6141  
**Fax:** (919) 662 - 1573  
**Website:** <http://www.lawmens.com>  
**Contact:** Dianna Sills  
**Phone:** (919) 779 - 6141  
**Email:** [dianna.sills@lawmens.com](mailto:dianna.sills@lawmens.com)

**Contract #:** 4400018551  
**Vendor #:** 7000231559

### Concealable Body Armor

For Quantities of One (1) to Twenty Four (24)  
Safairland Body Armor ..... 45 % discount off MSRP  
For Quantities of Twenty Five (25) to Forty Nine (49)  
Safairland Body Armor ..... 45% discount off MSRP  
For Quantities of Fifty or More  
Safairland Body Armor ..... 45 % discount off MSRP

### Tactical Body Armor

For Quantities of One (1) to Twenty Four (24)  
Safairland Body Armor ..... 45 % discount off MSRP  
For Quantities of Twenty Five (25) to Forty Nine (49)  
Safairland Body Armor ..... 45% discount off MSRP  
For Quantities of Fifty or More  
Safairland Body Armor ..... 45 % discount off MSRP

### Accessories & Supplies for Concealable & Tactical Body Armor

Safairland Body Armor .....35% discount off MSRP

### Concealable Body Armor

For Quantities of One (1) to Twenty Four (24)  
Protech Body Armor ..... 45 % discount off MSRP  
For Quantities of Twenty Five (25) to Forty Nine (49)  
Protech Body Armor ..... 45% discount off MSRP  
For Quantities of Fifty or More  
Protech Body Armor ..... 45 % discount off MSRP

### Tactical Body Armor

For Quantities of One (1) to Twenty Four (24)  
Protech Body Armor ..... 45 % discount off MSRP  
For Quantities of Twenty Five (25) to Forty Nine (49)  
Protech Body Armor ..... 45% discount off MSRP  
For Quantities of Fifty or More  
Protech Body Armor ..... 45 % discount off MSRP

### Accessories & Supplies for Concealable & Tactical Body Armor

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 20, 2021

**ITEM TITLE:**

**Procurement #: ITB 20-04 Title: Officer Uniforms**

**Department(s): Animal Control, Detention Center, Sheriff**

**Amount: \$184,033.68**

**FINANCIAL IMPACT:**

Procurement pending approval of the FY 21-22 budget.

**Budget: \$201,700.00**

**Project Cost: \$184,033.68**

Finance Approval: Ladale V Price

**Balance: \$17,666.32**

**BACKGROUND DESCRIPTION:**

The Sheriff's Office, Animal Control and Detention Center purchase officer uniforms on an as needed basis. These items include, but are not limited to; uniform trousers, cargo pants, shirts, jackets, rain gear, hats, traffic vests, gloves and belts. Combining items for the three departments into one bid allows the County to obtain better pricing through higher volume discounting. The term of this contract is for one year with the option to renew for four additional one-year periods and will begin on July 1, 2021.

On March 4, 2021 formal sealed bids were opened for Officer Uniforms. Twelve firms were originally notified of this bid opportunity. Three firms submitted bids, with DesignLab, Inc., of Greenville, SC, submitting the lowest, responsive bid of \$184,033.68. Bid totals were calculated using estimated quantities of the items each using department requires. Actual item quantities ordered will vary depending on the County's needs and fund availability.

**ATTACHMENT(S):**

1. Bid Tab

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council

1. Approve the award of ITB 20-04, Officer Uniforms for Animal Control, Detention Center and Sheriff, to DesignLab, Inc., of Greenville, SC; in the estimated amount of \$184,033.68 and
2. Authorize the County Administrator to renew the bid for up to four one-year periods, provided the work is satisfactory and the amounts do not exceed amounts budgeted for Officer Uniforms.

Submitted or Prepared By: Tronda C. Popham  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock  
Amanda F. Brock, County Administrator

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

Officer Uniforms for Sheriff, Animal Control, and Detention

		Bidders	Designlab, Inc.				Gall's, LLC.				Read's Uniforms			
		Address	825 Old Airport Rd., Greenville, SC				1340 Russel Cave Rd., Lexington, Ky				4 Sweeten Creek Crossing, Asheville, NC 28803			
		Reference & Experience Form	Yes				Yes				Yes			
		Signed Bid Form	Yes				Yes				Yes			
ITEM #	DESCRIPTION	PRODUCT/STYLE # (if different from specified)	UNIT PRICE	EST. QTY	EXTENDED PRICE	PRODUCT/STYLE # (if different from specified)	UNIT PRICE	EST. QTY	EXTENDED PRICE	PRODUCT/STYLE # (if different from specified)	UNIT PRICE	EST. QTY	EXTENDED PRICE	
1	TROUSER #1 (DRESS) -SHERIFF/DETENTION Horace Small Heritage													
A	HS2119 - Men		\$ 88.98	180	\$ 16,016.40		\$ 94.00	180	\$ 16,920.00		\$ 94.74	180	\$ 17,053.20	
B	HS2211 - Women		\$ 88.98	30	\$ 2,669.40		\$ 94.00	30	\$ 2,820.00		\$ 94.74	30	\$ 2,842.20	
C	HS2528 HS2728 - Men		\$ 45.48	100	\$ 4,548.00		\$ 44.00	100	\$ 4,400.00		\$ 45.24	100	\$ 4,524.00	
D	HS2529 HS2729 - Women		\$ 45.48	100	\$ 4,548.00		\$ 44.00	100	\$ 4,400.00		\$ 45.24	100	\$ 4,524.00	
2	TROUSER #2 (TACTICAL) - SHERIFF: Propper Kinetic													
A	F5294		\$ 37.98	30	\$ 1,139.40		\$ 39.00	30	\$ 1,170.00		\$ 37.35	30	\$ 1,120.50	
B	F5252-50		\$ 29.53	30	\$ 885.90		\$ 28.00	30	\$ 840.00		\$ 28.32	30	\$ 849.60	
3	TROUSER #3 (ACADEMY): Utility Work Pant													
A	1060 - Men		\$ 34.33	100	\$ 3,433.00		\$ 33.50	100	\$ 3,350.00		\$ 34.71	100	\$ 3,471.00	
B	1061 - Men		\$ 34.33	200	\$ 6,866.00		\$ 33.50	200	\$ 6,700.00		\$ 34.71	200	\$ 6,942.00	
C	1062 - Men		\$ 34.33	108	\$ 3,707.64		\$ 33.50	108	\$ 3,618.00		\$ 34.71	108	\$ 3,748.68	
D	1064 - Men		\$ 34.33	108	\$ 3,707.64		\$ 33.50	108	\$ 3,618.00		\$ 34.71	108	\$ 3,748.68	
E	1095 - Women		\$ 35.58	25	\$ 889.50		\$ 33.50	25	\$ 837.50		\$ 34.71	25	\$ 867.75	
F	1096 - Women		\$ 35.58	33	\$ 1,174.14		\$ 33.50	33	\$ 1,105.50		\$ 34.71	33	\$ 1,145.43	
G	1097 - Women		\$ 35.58	125	\$ 4,447.50		\$ 33.50	125	\$ 4,187.50		\$ 34.71	125	\$ 4,338.75	
H	1099 - Women		\$ 35.58	8	\$ 284.64		\$ 33.50	8	\$ 268.00		\$ 34.71	8	\$ 277.68	
4	SHORT-SLEEVE SHIRT (DRESS) - SHERIFF/ANIMAL CONTROL/DETENTION: Horace Small Deputy Deluxe "NO EXCEPTIONS"													
A	HS1219 - Men		\$ 41.63	180	\$ 7,493.40		\$ 53.00	180	\$ 9,540.00		\$ 39.10	180	\$ 7,038.00	
B	HS1274 - Women		\$ 41.63	30	\$ 1,248.90		\$ 53.00	30	\$ 1,590.00		\$ 39.10	30	\$ 1,173.00	
C	HS1220 - Men		\$ 41.63	25	\$ 1,040.75		\$ 44.00	25	\$ 1,100.00		\$ 39.10	25	\$ 977.50	
D	HS1275 - Women		\$ 41.63	25	\$ 1,040.75		\$ 44.00	25	\$ 1,100.00		\$ 39.10	25	\$ 977.50	
E	HS1222 - Men		\$ 41.63	24	\$ 999.12		\$ 44.00	24	\$ 1,056.00		\$ 39.10	24	\$ 938.40	
F	HS1277 - Women		\$ 41.63	8	\$ 333.04		\$ 44.00	8	\$ 352.00		\$ 39.10	8	\$ 312.80	
5	SHORT SLEEVE T-SHIRT - SHERIFF/DETENTION:													
A	8400 - Men (Ultra Club Cool & Dry Sport T-Shirt)		\$ 14.98	100	\$ 1,498.00		\$ 20.00	100	\$ 2,000.00		\$ 18.52	100	\$ 1,852.00	
B	1216007 - Men (Under Armour HeatGear Compression)		\$ 16.98	50	\$ 849.00		\$ 15.00	50	\$ 750.00		\$ 32.25	50	\$ 1,612.50	
C	1235253 - Women (Under Armour Tactical HeatGear Compression)		\$ 16.98	50	\$ 849.00		\$ 15.00	50	\$ 750.00		\$ 32.25	50	\$ 1,612.50	
D	1005684 - Men (Under Armour Tactical Tech Short Sleeve T-Shirt)		\$ 16.98	50	\$ 849.00		\$ 15.00	50	\$ 750.00		\$ 32.25	50	\$ 1,612.50	
E	1277206 - Women (Under Armour Twist T-Shirt)		\$ 16.98	50	\$ 849.00		\$ 15.00	50	\$ 750.00		\$ 32.25	50	\$ 1,612.50	
6	LONG-SLEEVE SHIRT (DRESS) - SHERIFF/ANIMAL CONTROL/DETENTION: Horace Small Deputy Deluxe "NO EXCEPTIONS"													
A	HS1121 - Men		\$ 53.23	125	\$ 6,653.75		\$ 59.00	125	\$ 7,375.00		\$ 44.61	125	\$ 5,576.25	
B	HS1173 - Women		\$ 53.23	30	\$ 1,596.90		\$ 59.00	30	\$ 1,770.00		\$ 44.61	30	\$ 1,338.30	
C	HS1122 - Men		\$ 46.73	25	\$ 1,168.25		\$ 48.00	25	\$ 1,200.00		\$ 44.61	25	\$ 1,115.25	
D	HS1175 - Women		\$ 46.73	25	\$ 1,168.25		\$ 48.00	25	\$ 1,200.00		\$ 44.61	25	\$ 1,115.25	
E	HS1124 - Men		\$ 46.73	24	\$ 1,121.52		\$ 48.00	24	\$ 1,152.00		\$ 44.61	24	\$ 1,070.64	
F	HS1176 - Women		\$ 46.73	8	\$ 373.84		\$ 48.00	8	\$ 384.00		\$ 44.61	8	\$ 356.88	
7	LONG-SLEEVE SHIRT (TACTICAL) - SHERIFF: Propper TACU Combat Shirt "NO EXCEPTIONS"													
A	F5417 - Men		\$ 45.18	30	\$ 1,355.40		\$ 46.00	30	\$ 1,380.00		\$ 48.55	30	\$ 1,456.50	
8	SWEATER - SHERIFF/DETENTION: V-Neck Jersey Knit Commando Sweater "NO EXCEPTIONS"													
A	PSC2030 - Unisex		\$ 74.84	50	\$ 3,742.00		\$ 67.00	50	\$ 3,350.00		\$ 73.81	50	\$ 3,690.50	
9	POLO SHIRTS - SHERIFF/ANIMAL CONTROL/DETENTION													
A	41060 - Men		\$ 34.13	220	\$ 7,508.60		\$ 45.00	220	\$ 9,900.00		\$ 36.61	220	\$ 8,054.20	
B	61166 - Women		\$ 34.13	25	\$ 853.25		\$ 36.00	25	\$ 900.00		\$ 36.61	25	\$ 915.25	
C	42056 - Men		\$ 36.28	220	\$ 7,981.60		\$ 40.00	220	\$ 8,800.00		\$ 41.00	220	\$ 9,020.00	
D	CS410 - Men		\$ 23.63	24	\$ 567.12		\$ 29.00	24	\$ 696.00		\$ 27.63	24	\$ 663.12	
E	CS412 - Men		\$ 20.98	75	\$ 1,573.50		\$ 25.00	75	\$ 1,875.00		\$ 23.76	75	\$ 1,782.00	
F	CS413 - Women		\$ 20.98	25	\$ 524.50		\$ 25.00	25	\$ 625.00		\$ 23.76	25	\$ 594.00	
G	CS410L - Men		\$ 28.68	30	\$ 860.40		\$ 34.00	30	\$ 1,020.00		\$ 31.50	30	\$ 945.00	
10	JACKETS - SHERIFF/ANIMAL CONTROL/DETENTION													
A	8921 - Unisex ("NO EXCEPTIONS")		\$ 47.38	176	\$ 8,338.88		\$ 56.00	176	\$ 9,856.00		\$ 55.55	176	\$ 9,776.80	
B	48096 - Unisex ("NO EXCEPTIONS")		\$ 105.48	25	\$ 2,637.00		\$ 95.00	25	\$ 2,375.00		\$ 115.23	25	\$ 2,880.75	
C	48103 - Unisex ("NO EXCEPTIONS")		\$ 157.58	170	\$ 26,788.60		\$ 155.00	170	\$ 26,350.00		\$ 170.06	170	\$ 28,910.20	
D	586MLF - Unisex		\$ 57.73	35	\$ 2,020.55		\$ 67.00	35	\$ 2,345.00		\$ 57.26	35	\$ 2,004.10	
E	HS-MG-3 - Unisex	HS3352	\$ 113.83	50	\$ 5,691.50		\$ 110.00	50	\$ 5,500.00		\$ 123.93	50	\$ 6,196.50	
11	RAIN PARKA - ANIMAL CONTROL: Neese Breathable Jacket with Tuck-Away Hood "NO EXCEPTIONS"													
A	523AJ		\$ 76.98	6	\$ 461.88		\$ 80.00	6	\$ 480.00		\$ 77.31	6	\$ 463.86	
12	RAIN PANT - SHERIFF													
A		523PT	\$ 46.63	25	\$ 1,165.75	523PT	\$ 42.00	25	\$ 1,050.00		\$ 42.85	25	\$ 1,071.25	

Officer Uniforms for Sheriff, Animal Control, and Detention

Bidders		Designlab, Inc.				Gall's, LLC.				Read's Uniforms					
Address		825 Old Airport Rd., Greenville, SC				1340 Russel Cave Rd., Lexington, Ky				4 Sweeten Creek Crossing, Asheville, NC 28803					
Reference & Experience Form		Yes				Yes				Yes					
Signed Bid Form		Yes				Yes				Yes					
ITEM #	DESCRIPTION	PRODUCT/STYLE # (if different from specified)	UNIT PRICE	EST. QTY	EXTENDED PRICE	PRODUCT/STYLE # (if different from specified)	UNIT PRICE	EST. QTY	EXTENDED PRICE	PRODUCT/STYLE # (if different from specified)	UNIT PRICE	EST. QTY	EXTENDED PRICE		
13	TRAFFIC VEST - SHERIFF														
A	ANSI/ISEA 207-2006 Certified Class 2 Vest	551-ST	\$ 26.68	40	\$ 1,067.20		\$ 28.00	40	\$ 1,120.00		\$ 32.16	40	\$ 1,286.40		
14	MOCK NECK SHORT SLEEVE T-SHIRT - SHERIFF/DETENTION; Ultra Club														
A	8510 - Unisex	D420	\$ 17.68	50	\$ 884.00	Ultra Club 8516	\$ 20.00	50	\$ 1,000.00		\$ 19.48	50	\$ 974.00		
15	BALL CAP (flex-fit) - SHERIFF/ANIMAL CONTROL														
A		6275	\$ 13.23	87	\$ 1,151.01	Flex Fit 5001	\$ 15.00	87	\$ 1,305.00		\$ 12.73	87	\$ 1,107.51		
16	GLOVES - SHERIFF; HWI Deema Line Duty Gloves														
A	DLD100		\$ 34.38	100	\$ 3,438.00		\$ 29.00	100	\$ 2,900.00		\$ 34.84	100	\$ 3,484.00		
17	BELTS - SHERIFF/ANIMAL CONTROL/DETENTION														
A	Inner-Trouser Velcro Leather Belt	5121-UC	\$ 22.88	87	\$ 1,990.56	5111S	\$ 20.50	87	\$ 1,783.50		\$ 20.52	87	\$ 1,785.24		
B	5004-BW Leather Trouser Garrison Belt	6505-2	\$ 23.28	125	\$ 2,910.00		\$ 22.50	125	\$ 2,812.50		\$ 18.71	125	\$ 2,338.75		
C	Bianchi AccuMold Nylon Liner Belt "NO EXCEPTIONS"	17706	\$ 18.93	50	\$ 946.50	17708	\$ 16.00	50	\$ 800.00		NO BID	50	\$ -		
D	Grould & Goodrich Leather Trouser Belt	6605-1	\$ 21.38	50	\$ 1,069.00		\$ 25.00	50	\$ 1,250.00		\$ 29.50	50	\$ 1,475.00		
E	Uncle Mike's Mirage Basket Weave Belt "NO EXCEPTIONS"	70921	\$ 31.93	75	\$ 2,394.75		\$ 32.00	75	\$ 2,400.00		\$ 39.24	75	\$ 2,943.00		
18	PATCHES														
A	Sheriff		\$ 1.60	450	\$ 720.00		\$ 1.15	450	\$ 517.50		\$ 1.06	450	\$ 477.00		
B	Animal Control		\$ 2.10	180	\$ 378.00		\$ 1.65	180	\$ 297.00		\$ 1.45	180	\$ 261.00		
C	Detention		\$ 1.85	350	\$ 647.50		\$ 1.15	350	\$ 402.50		\$ 1.20	350	\$ 420.00		
D	Chevron		\$ 2.00	250	\$ 500.00		\$ 1.00	250	\$ 250.00		\$ 2.06	250	\$ 515.00		
<b>Subtotal</b>					<b>\$173,616.68</b>	<b>Subtotal</b>					<b>\$ 180,393.50</b>	<b>Subtotal</b>			<b>\$ 181,236.17</b>
<b>SC Sales Tax (6%)</b>					<b>\$ 10,417.00</b>	<b>SC Sales Tax (6%)</b>					<b>\$ 10,823.61</b>	<b>SC Sales Tax (6%)</b>			<b>\$ 10,874.17</b>
<b>GRAND TOTAL</b>					<b>\$ 184,033.68</b>	<b>GRAND TOTAL</b>					<b>\$ 191,217.11</b>	<b>GRAND TOTAL</b>			<b>\$ 192,110.34</b>
Replacement time required after notification		2-7 Days				2 Weeks				Keved in with 48 Hours of receipt					
Delivery time after receipt of order		7-30 Days				5-30 Days				14 Days New Hires; 30 Days everything else					
Percentage discount from catalog		20%				15%				20% or greater					
Oversize charges		Shirts/Outerwear 2x-3x: 15%, 4x-5x: 20%				See attached.				See attached.					
Additional fees		Pants/Shorts: 44-60: 20%				N/A				None					
Warranty		Manufacturer's standard warranty				Manufacturer's standard warranty + return any item within 1 year of Purchase				Manufacturer's standard warranty for 1 year from in-service date					
Return policy		No returns on customized items; All others 30 days of delivery				Refund, Credit, or Exchange within 90 days of purchase; No returns on customized items or special orders				30 Days unless customized, then no returns.					
Contingency plan for rush orders		Depending on the item, 1-5 Days				Shipped Overnight via FedEx; Charges apply				14 Days or less					

Denotes Math Error - Appears to be a rounding issue

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 20, 2021

**ITEM TITLE:**

**Procurement #: ITB 20-05 Title: Tires for Heavy Equipment Department(s): Rock Quarry & Vehicle Maintenance**

**Amount: 180,617.64**

**FINANCIAL IMPACT:**

Procurement pending approval of the FY 21-22 budget.

Finance Approval: *Andale V Price*

Budget: **\$180,617.64**

Project Cost: **\$180,617.64 (Based on Estimated Quantities)**

**Balance: \$0.00**

**BACKGROUND DESCRIPTION:**

The Rock Quarry & Vehicle Maintenance purchase tires and have existing tires repaired for numerous pieces of heavy equipment, as needed, throughout the year. Bid totals were calculated using estimated quantities of the tires that may be required. Actual quantities ordered will vary depending upon the County's needs. The term of this contract is for one year with the option to renew for four additional one-year periods and will begin on July 1, 2021.

On February 23, 2021, formal sealed bids were opened for tires for heavy equipment. Three companies were originally notified of this bid opportunity. Three companies submitted bids, with Interstate Tire Service, LLC, of Pelzer, SC, submitting the lowest, responsive bid of \$180,617.64.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Vendor must provide and maintain Mine Safety Health Association certification for every employee who will supply service(s) on mine property throughout the duration of bid #20-05.

**ATTACHMENT(S):**

1. Bid Tab

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council

1. Approve the Award of Bid #20-05 to Interstate Tire Service, LLC, of Pelzer, SC, for the estimated amount of \$180,617.64 and
2. Authorize the County Administrator to renew the bid for up to four one-year periods, provided their work is satisfactory and the amounts do not exceed amounts budgeted for Heavy Equipment Tires.

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

*Amanda F Brock*  
Amanda F. Brock, County Administrator

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

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



ITB 20-05 Tires for Heavy Equipment

February 23, 2021 @ 2:00 PM

Bidders					Interstate Tire Co.			McCarthy Tire			McCarthy Tire ***Alternate***			Southern Tire Mart, LLC			Southern Tire Mart, LLC ***Alternate***		
Address					Pelzer, SC			Greenville, SC			Greenville, SC			Gainesville, GA			Gainesville, GA		
Approx Qty	Size	Ply	Tread		Unit Price	Extended Price	Brand / MFG #	Unit Price	Extended Price	Brand / MFG #	Unit Price	Extended Price	Brand / MFG #	Unit Price	Extended Price	Brand / MFG #	Unit Price	Extended Price	Brand / MFG #
2	1400R24	14	G-2	New	\$705.00	\$1,410.00	Michelin / XTLA	\$874.83	\$1,749.66	Firestone Versabuilt 005639	\$760.75	\$1,521.50	Maxam MS203 V031360	\$859.55	\$1,719.10	Firestone Versabuilt AT 005639	\$799.31	\$1,598.62	Maxam V031360
2	1800R25	22	L-3 or E-3	New	\$2,587.00	\$5,174.00	Goodyear RL-4B	\$2,861.60	\$5,723.20	Bridgestone VMT9 418323				\$3,685.78	\$7,371.56	Bridgestone 418323	\$2,978.31	\$5,956.62	Maxam 30508
4	1800R25	22	L-3 E-4	Recap	\$1,100.00	\$4,400.00	Bridgestone / Continuum C1073	\$1,277.50	\$5,110.00	RDH-L4 MMA				\$1,817.50	\$7,270.00	Community	\$1,817.50	\$7,270.00	Community
8	1600R33	32	L-3 E-4	New	\$2,775.00	\$22,200.00	Goodyear RL-4B	\$4,531.95	\$36,255.60	Yokohama RB42 04201	\$2,945.18	\$23,561.44	Maxam MS401 V030117	\$4,031.25	\$32,250.00	Yokohama RB42 04201	\$2,812.50	\$22,500.00	Maxam MS401 V031201
8	1600R33	32	L-3	Recap	\$1,900.00	\$15,200.00	Bridgestone / Continuum C1073	\$2,120.00	\$16,960.00	RDH-L3 MMA				\$2,160.00	\$17,280.00	Community CH4	\$2,160.00	\$17,280.00	Community CH4
4	23.1 x 26	8	R-1	New	\$1,085.00	\$4,340.00	Goodyear Dynator Q	\$1,400.14	\$5,600.56	BKT 071101				\$1,388.55	\$5,554.20	Firestone Sup All Trac 23_344095	\$1,395.00	\$5,580.00	Maxam 951213
2	23.1 x 26	8	Diamond	New	\$1,085.00	\$2,170.00	Goodyear Torque Trac	\$1,240.00	\$2,480.00	BKT 071301				\$1,049.84	\$2,099.68	Firestone Sup. Non Skid Tractor 345377	\$900.00	\$1,800.00	Maxam 346031
4	26.5R25	26	L-3	New	\$2,265.00	\$9,060.00	Goodyear RT-3B	\$3,053.33	\$12,213.32	Firestone Versabuilt 005502	\$2,495.00	\$9,980.00	Maxam MS301 V030112	\$2,682.28	\$10,729.12	Firestone Versabuilt AP 005502	\$2,204.30	\$8,817.20	Maxam 031246
4	26.5R25	26	L-3	Recap	\$1,950.00	\$7,800.00	Bridgestone / Continuum C1073	\$2,266.00	\$9,064.00	RDH- L3 MMA				\$2,340.00	\$9,360.00	Community CL3	\$2,340.00	\$9,360.00	Community CD3
4	29.5 x 25	28	L-4	New	\$3,600.00	\$14,400.00	Goodyear HRL3A	\$5,000.00	\$20,000.00	Firestone Versabuilt 416924				\$4,148.00	\$16,592.00	Firestone Super Rock Grip 416924	\$4,069.08	\$16,276.32	Maxam 031373
4	29.5 x 25	28	L-4	Recap	\$2,750.00	\$11,000.00	Bridgestone / Continuum C1073	\$4,316.00	\$17,264.00	RDH-L4 MMA	\$4,320.50	\$17,282.00	Maxam MS405 V031120	\$3,872.94	\$15,491.76	Community OTR	\$3,872.94	\$15,491.76	Community OTR
4	35x65R33	28	L-5	New	\$7,210.00	\$28,840.00	Goodyear RL-5K	\$11,321.16	\$45,284.64	Bridgestone VSDL 425010				\$9,767.00	\$39,068.00	Bridgestone V Steel SDT 002111	\$7,679.70	\$30,718.80	Maxam 031223
4	65 x 35 x 33	42	L-5	New	\$5,900.00	\$23,600.00	Goodyear NRL D/L	\$10,189.42	\$40,757.68	Yokohama Y-524 54512	\$7,115.57	\$28,462.28	Maxam MS501 V031223	\$8,873.00	\$35,492.00	Firestone SDT 427832	\$7,679.70	\$30,718.80	Maxam 031223
4	65 x 35 x 33	42	L-5	Recap	\$4,950.00	\$19,800.00	Bridgestone / Continuum C1073	\$5,561.00	\$22,244.00	RDH-L5 MMA				\$5,138.82	\$20,555.28	Community OTR	\$5,138.82	\$20,555.28	Community OTR
2	20.5x25	26	L-4	Recap	\$500.00	\$1,000.00	Bridgestone / Continuum C1073	\$1,350.00	\$2,700.00	RDH-L4 MMA				\$1,976.25	\$3,952.50	Community OTR	\$1,976.25	\$3,952.50	Community OTR
Subtotal						\$170,394.00			\$243,406.66					\$224,785.20				\$197,875.90	
Sales Tax						\$10,223.64			\$14,604.40					\$13,487.11					\$11,872.55
<b>GRAND TOTAL</b>						<b>\$180,617.64</b>			<b>\$258,011.06</b>					<b>\$238,272.31</b>					<b>\$209,748.45</b>
Road Service Call during business hrs (lump sum price per call)						\$90.00			\$250.00 Call Out Fee					\$225.00					\$225.00
Road Service Call other than regular hrs (lump sum price per call)						\$119.00			\$350.00 Call Out Fee					\$275.00					\$275.00
<b>Repairs</b>																			
Large Section Repair 9x10.20 Inch						\$100.00 - \$1,225.00			\$250.00 - \$1,630.00					\$250.00 - \$1,630.00					183.00-1633.00
Spot Repair: 2 to 6 inch circle repair						\$25.00 - \$300.00			\$80.00 - \$560.00					\$80.00 - \$560.00					99.00-639.00
Reinforcement, Internal Repair (hole all the way through)						\$50.00 - \$450.00			\$250.00 - \$950.00					\$250.00 - \$950.00					150.00-1262.00
Tire Life: Compound to keep tires from dry rotting and save tire bead and rust inhibitor						\$35.00 per gallon			\$25.00 per gallon					\$25.00 per gallon					\$24.95 per gallon
Other:									Orings - \$25.00 each Valves small 2 1/2-6 1/2 \$21.00 medium 7 1/2 - 12 1/2 \$48.00 large 13 1/2 - 32 1/2 \$57.00					Orings - \$25.00 each Valves small 2 1/2-6 1/2 \$21.00 medium 7 1/2 - 12 1/2 \$48.00 large 13 1/2 - 32 1/2 \$57.00					Valve Stems \$34.00 Orings \$25.00
Provide list of loaner tire sized that are available (can be submitted on separate page)						All			All					All					1800R33, 35x65x35, 29.5R25 (If other sizes are needed and are in inventory, then we will provide them.)
Charge for loaner tire (if applicable) (including mount & dismount)						No Cost			\$95.00					\$95.00					No charge for loaner tire. You will have to pay the mount and dismount charge.
Charge for dismount & mount						\$95.00			\$150.00					\$150.00					50.00 to 150.00

ITB 20-05 Tires for Heavy Equipment

February 23, 2021 @ 2:00 PM

Bidders	Interstate Tire Co.	McCarthy Tire	McCarthy Tire ***Alternate***	Southern Tire Mart, LLC	Southern Tire Mart, LLC ***Alternate***
Address	Pelzer, SC	Greenville, SC	Greenville, SC	Gainsville, GA	Gainsville, GA
<b>Warranty</b>					
New	3 yr. manufacture warranty	Manufacture Warranty	Manufacture Warranty	Manufacturer Warranty	Manufacturer Warranty
Recap	First 50% of tread wear - no charge for replacement tire	5 year workmanship & Materials up to 75% of tread wear	5 year workmanship & Materials up to 75% of tread wear	1 year - Prorated	1 year - Prorated
Spot Repairs	1 yr. after installation	1 yr. after installation	1 yr. after installation	Warranted by workmanship up to a yr.	Warranted by workmanship up to a yr.
Large Section Repairs	1 yr. after installation	1 yr. after installation	1 yr. after installation	Warranted by workmanship up to a yr.	Warranted by workmanship up to a yr.
Reinforcements	1 yr. after installation	1 yr. after installation	1 yr. after installation	Warranted by workmanship up to a yr.	Warranted by workmanship up to a yr.
<b>MSHA</b>					
Number of MSHA Certified Employees	2	143	143	12 Local - 100+ Company Wide	12 Local - 100+ Company Wide
MSHA ID#	A3507	E-13	E-13	DR1	DR1
All vehicles that will be on Oconee County Property meet all MSHA standards	Yes	Yes	Yes	Yes	Yes
<b>DELIVERY TIME ARO</b>	24 Hours			1-5 days in Stock, 7-10 days in Warehouse	1-5 days in Stock, 7-10 days in Warehouse

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 20, 2021

## ITEM TITLE:

**Title: Payroll and Human Capital Management Software Department: Finance / Human Resources Amount: 126,970.75**

## FINANCIAL IMPACT:

Procurement pending approval of the FY 21-22 budget.

Budget: **\$150,000.00**

Project Cost: **\$126,970.75**

Finance Approval: Ladale V Price

Balance: **\$23,029.25**

## BACKGROUND DESCRIPTION:

Finance has been exploring replacement options for the current payroll and Human Resources software, PayCor. Staff has researched five (5) other payroll and human resource software providers and found Paylocity is the only one has the ability to meet The County's unique schedule and varying needs.

Paylocity offers a solution for Oconee County by building a payroll and human resource program in-house to meet The County's diverse scheduling and needs. Our current provider cannot meet our multiple scheduling and needs due to limitations on their behalf. Paylocity maintains and builds their software in-house and are constantly upgrading as needs arise. Paylocity is currently integrated with Planned Administrators, Inc. and the State Retirement System; therefore, creating a seamless and effortless transition. This ensures employee information is transitioned to the new software system with no errors and minimizing staff time.

Paylocity charges for year one (1) is \$126,970.75; which includes a one-time implantation fee of \$3,250.00. After the first year of service, the yearly fee is \$123,720.75 per year.

Procurement staff has advertised the Notice of Intent to Sole Source for this purchase on SCBO and the County website for the required ten (10) days with no protests.

## SPECIAL CONSIDERATIONS OR CONCERNS:

1. For the reasons stated above, this is considered to be Sole Source purchase.
2. Paylocity would provide a cost savings of approximately \$ 20,000.00 per year.

## ATTACHMENT(S):

1. Quote and Sole Source Letter from Paylocity
2. Sole Source Letter from Finance Director
3. Sole Source Determination from Procurement Director

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the sole source purchase of Payroll and Human Capital Management Software to Paylocity of Schaumburg, IL in the amount of \$126,970.75.

Submitted or Prepared By: Tronda C Popham  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F Brock  
Amanda F. Brock, County Administrator

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

Prepared Exclusively for:  
 Oconee County  
 415 South Pine Street  
 Walhalla, SC  
 864-638-4235



Nelson Dickson  
 423 McKenna Circle  
 Greenville, SC  
 864-380-2063  
 ndickson@paylocity.com

## Paylocity Quote for Service

April 9, 2021

Company Information	
Number of Employees	517
Number of Annual Payroll Processings	26
Number of State / Local Tax Reports	1

One-Time Fees	Qty	Cost Per	Ext. Cost
Full Bundle Pricing - Implementation			\$ 3,250.00
Benefits Implementation			
Benefits EDI (first 4 free)	6		
*Some carriers may require multiple files. Be advised that each file counts towards the four free files. Additional files will incur a fee.*			
Time & Labor Implementation			
<b>Total</b>			<b>\$ 3,250.00</b>

Monthly Fees	Qty	Cost Per		Ext. Cost
Full Bundle Pricing	517	\$ 19.00	Base \$ 192.50	\$ 10,015.50
Bi-Weekly Payroll Processing				
General Ledger Service				
Signed and Sealed Checks				
Direct Deposit				
New Hire Reporting				
Unlimited Product Training				
Report Writer (Ad Hoc Reporting)				
Comprehensive Report Library				
Analytics				
Payroll Proration/Retro-pay				
Employee Action Forms				
Time Off Accruals				
Online Quarterly Reports and W2 Access				
External Integration				
Retirement File Transfer				
Tax Filing - Bi-Weekly	1			
Delivery Method - Paperless				
HR Bundle	517			
Full HRIS - Reporting, PTO Mgmt., Mobile, Notifications, Unlimited Doc Storage, etc.				
Self Service Portal				
Peer-to-Peer Recognition				
Community				
Mobile Access				
Performance				
Onboarding				
Recruiting				
Compensation				
Compliance	517			
Benefits	517			
Time and Labor			Total Per Month	10,015.50
<b>Total Per Year (12 Mnths)</b>				<b>\$ 120,186.00</b>

Year-End Fees	Qty	Cost Per		Ext. Cost
Year-End W2/1099	517	\$ 6.75	Base \$ 45.00	\$ 3,534.75
Quarterly Tax Return - Internet Delivery				Included
<b>Total</b>				<b>\$ 3,534.75</b>

Total Cost Summary*		
Total One-Time Fees	One-Time	\$ 3,250.00
Monthly Fees (12 mnths)	Total Monthly Fees for 1 Year	\$ 120,186.00
Year-End Fees	Year-End	\$ 3,534.75
Total Yearly Fee for year 1	Total Year 1	\$ 126,970.75
Total Yearly Fees years 2+	Total Year(s) 2+	\$ 123,720.75

\* Monthly fees based on # of Active Employees

THE PAYLOCITY SERVICES COVERED BY THIS AGREEMENT  
ARE PROVIDED IN ACCORDANCE WITH THE TERMS  
AND CONDITIONS OF THIS AGREEMENT

Paylocity Associate	Date
	4/9/2021
Nelson Dickson 423 McKenna Circle Greenville, SC	

Client Authorization
Client Name (Print)
Oconee County 415 South Pine Street Walhalla, SC

**Finance Department  
Oconee County**

415 South Pine Street  
Walhalla, SC 29691

Phone: 864.638.4235  
Fax: 864.718.1022

Ladale V. Price  
Director of Finance  
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Direct Line: 864.634.5192



April 8, 2021

Tronda Popham, Procurement Director  
415 S. Pine Street  
Walhalla, SC 29691

Subject: Paylocity

Dear Mrs. Popham,

Please accept this letter as my request for the software purchase of Paylocity as a sole source for payroll and human capital management software per the attached documents.

I have researched five (5) other payroll and human resource software providers and Paylocity is the only one that met ALL of our needs.

Paylocity is an American company which provides cloud-based payroll and human capital management software.

Paylocity products are:

Payroll	Workforce Management
Human Resources	Benefits Administration
Talent	Modern Workforce
Data Insights	Mobile
Applicant Tracking	Onboarding
Employee Engagement	Performance Management
Compensation Management	

Our current payroll provider was an out of the box system and the company tried to modify the program to accommodate our scheduling and needs. This software is limited and can only be modified to a small extent. It does not meet the County's needs.

Paylocity offers a solution for Oconee County by building a system in house to meet our diverse scheduling and needs. Eighty-Seven percent (87%) of the upgrades are based on their client's requests and feedback. They are constantly growing as our needs grow.

Paylocity is currently integrated with our current Planned Administrators, Inc., Empower, and State Retirement System so our transition to these will be faster and painless. Paylocity can integrate us with many other outside vendors as the needed arises.



**Finance Department  
Oconee County**

415 South Pine Street  
Walhalla, SC 29691

Phone: 864.638.4235  
Fax: 864.718.1022

Ladale V. Price  
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[lprice@oconeesc.com](mailto:lprice@oconeesc.com)  
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Amber Turner  
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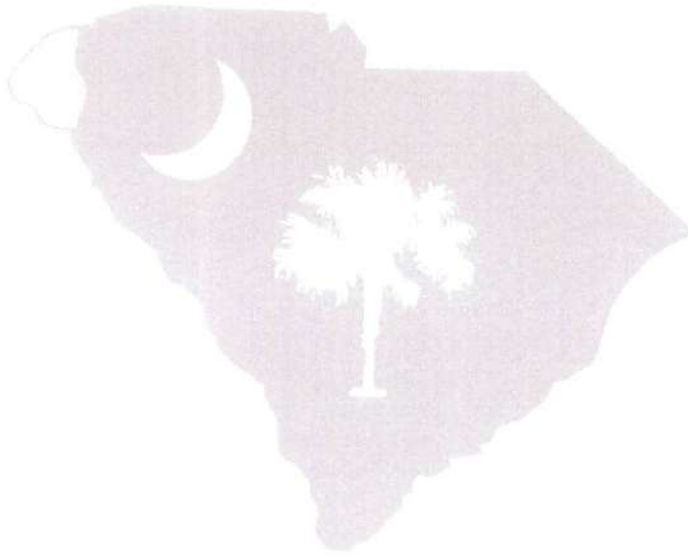
This ensures that our employees information is recorded with no errors and will eliminate staff time in this process.

I am requesting a sole source on this software due to they are the only Company I have found that will be tailored to our needs and can provide all items required.

Sincerely,



Ladale Price  
Oconee County Finance Director







Oconee County  
Procurement Office


Tronda C. Popham,  
CPPB  
Procurement Director

Oconee County Administrative  
Offices  
415 South Pine Street

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

April 9, 2021

TO: Amanda F. Brock, County Administrator

FROM: Tronda C. Popham, Procurement Director 

RE: SOLE SOURCE DETERMINATION AWARD TO PAYLOCITY  
FOR PAYROLL AND HUMAN CAPITAL MANAGEMENT  
SOFTWARE

I have reviewed the documentation submitted by Ladale Price, Finance Director, for the above noted software. After reviewing the documentation presented, I feel this project meets all criteria for a sole source procurement.

Paylocity is a cloud-based software that provides payroll and human capital management. Paylocity's software is built in-house to meet The County's diverse scheduling and needs, with constant upgrades to meet The County's needs as they arise. Paylocity is already integrated with The County's insurance and retirement systems, Planned Administrators, Inc., Empower, and State Retirement. This will make the transition to the new software faster and effortless. This also ensures employee information is transitioned to the new software system with no errors and minimizing staff time.

Paylocity's ability to meet The County's unique scheduling and varying needs, constant upgrades per request, and integration with vendors renders them uniquely suited to provide the services requested. Therefore, I am recommending that we award Paylocity for the payroll and human capital management for The County in the amount of \$126,970.75 for the 1<sup>st</sup> year and \$123,720.75 for years 2+.





# Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Office]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Matthew Durham	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2021-2024	2019-2022	2021-2024	2021-2024	2019-2022	2021-24	2019-2022
							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 - 1	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]	Suzette 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	Brad Kisker [1]; James McKibben [1]; Kevin Knight [2]; John Sandifer [2]; Joshua Lusk [1]; Osceola Gilbert [1]; <b>VACANT</b>							
Conservation Bank Board	2-381	Appointed by Category Preferred		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 <small>[members up for reappointment due to initial stagger]</small>	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [2]; Shawn Johnson [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee														
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1]; Diane Smathers [1]; Nicklaus McKinney [1]			Shelby Henderson [1]; Allison Addison [2]; Charles Holcombe [1]; Nivia Miranda [1]; Liz Kuemmerer [1]; Monica White [1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	David Nix [1]	Alex Vassey [2]	Frankie Pearson [2]	Gary Gaulin [1]	Patrick Williams [1]	Mike Johnson [3]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.  
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED  
 Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

# 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](mailto: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.

FRIDAY, JANUARY 8, 2021

Public Notice

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The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 6:00 p.m. on the following dates: April 13 & May 4, 2021.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

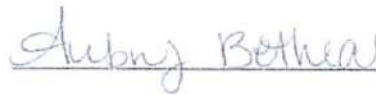
IN RE:

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





# Public Comment SIGN IN SHEET

April 20, 2021

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**

	FULL NAME	PURPOSE OF COMMENT
1	Tom Adams	MAINTENANCE & PROTECTION OF COUNTY ASSETS
2	Charles O'Shields	cleaning up our Monticello Circle
3	DAVID MCMAHAN	LITTER ORDINANCE
4		
5		
6	Billy Campbell, MD - written comment	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Residence of Timberlake One are signing this to show we need help in getting our area cleaned up.

Name Address

1	<i>[Signature]</i>	364 Timberlake One Circle Seneca, SC
2	<i>[Signature]</i>	364 Timberlake One Circle Seneca SC
3	<i>[Signature]</i>	369 Timberlake One Circle
4	<i>[Signature]</i>	369 Timberlake One Circle
5	<i>[Signature]</i>	511 Timberlake 1 Seneca SC
6	<i>[Signature]</i>	511 Timberlake 1 Seneca SC
7	<i>[Signature]</i>	308 DOUGLAS DR. SENECA, S.C.
8	<i>[Signature]</i>	315 Timberlake Dr Seneca SC
9	<i>[Signature]</i>	345 Timberlake Dr., Seneca, SC
10	<i>[Signature]</i>	363 Timberlake Dr Seneca S.C.
11	<i>[Signature]</i>	122 Timberlake Dr Seneca SC
12	<i>[Signature]</i>	122 Timberlake Dr. Seneca SC
13	<i>[Signature]</i>	239 Timberlake Dr. Seneca S.C.
14	<i>[Signature]</i>	239 Timberlake Dr. Seneca SC
15	<i>[Signature]</i>	107 Spruce Dr SENECA SC
16	<i>[Signature]</i>	145 Timberlake Dr Seneca SC
17	<i>[Signature]</i>	115 Timberlake Dr. Seneca, SC
18	<i>[Signature]</i>	130 Timberlake Dr. Seneca, SC
19	<i>[Signature]</i>	103 SPRUCE AVENUE SENECA SC
20	<i>[Signature]</i>	338 TIMBERLAKE DR SENECA
21	<i>[Signature]</i>	338 TIMBERLAKE DR SENECA
22	<i>[Signature]</i>	336 Timberlake Dr
23	<i>[Signature]</i>	336 TIMBERLAKE DR.

24	Dorey Lempel	306 Timberlake Drive
25	Sharon Lempel	306 Timberlake Drive
26	Luis Holden	360 Timberlake Drive
27	[Signature]	351 Hemlock Dr. 318-352 Timberlake Dr.
28	[Signature]	351 Hemlock Dr.
29	Paul Pachl	351 Timberlake Dr. Seneca, SC 29678
30	[Signature]	351 Timberlake Dr. Seneca, SC 29678
31	M. Stewart	351 Timberlake Dr. Seneca 29678
32	Sam Walk	202 Spruce ST. Timberlake
33	Ray [Signature]	306 Douglas Drive
34	Quentin [Signature]	236 Timberlake Drive
35	Quinn Willey	150 Hemlock Drive Seneca SC 29678
36	Joel Ann Weston	694 Timberlake Ave
37	Harry Twestro	694 Timberlake Ave
38	Daniel Anthony	355 Timberlake DR Seneca 29678
39	Maul Anthony	355 Timberlake Dr Seneca 29678
40	STEVE SCHWEITZER	372 TIMBERLAKE ONE CR SENECA 29678
41	JUANITA SCHWEITZER	372 TIMBERLAKE ONE CR SENECA 29678
42	Dr. W. R. [Signature]	358 Timberlake One Circle Seneca SC 29678
43	Nancy [Signature]	358 Timberlake One Circle Seneca SC 29678
44	[Signature]	222 Timberlake One Circle Seneca SC 29678
45	Edward [Signature]	336 Timberlake One Circle Seneca SC 29678
46	Adelle O'Shields	636 Timberlake One Circle Seneca SC 29678
47	[Signature]	206 DOUGLAS DR. Seneca, SC 29678
48	Linda Payne	206 DOUGLAS DR. Seneca, SC 29678
49	[Signature]	368 Timberlake One Circle Seneca SC 29678
50	Ernest [Signature]	425 Timberlake One Circle
51	Roberta [Signature]	425 Timberlake One Circle Seneca SC 29678
52	Skip & Darlene Tipton	363 Timberlake Dr. Seneca 29678
53	Ray [Signature]	220 Douglas Dr. Seneca S.C. 29678
54	Christina [Signature]	376 Timberlake One Circle
55	James [Signature]	376 Timberlake One Circle
56	Annelle Freeman	420 Douglas Dr. Seneca
57	William E Mitchell	352 Timberlake One Circle 29678
58	Laura Mitchell	352 Timberlake One Circle 29678



59	William Mitchell II	352 Timberlake One Circle	29678
60	Linda McMurray	382 Timberlake One Circle	29678
61	Gary McMurray	382 Timberlake One Circle	29678
62	Quinn McCallister	310 Timberlake One Circle	29678
63	Quinn McCallister	312 Timberlake One Circle	29678
64	Jeff Riser	346 Timberlake One Circle	29678
65	Stephanie Riser	346 Timberlake One Circle	29678
66	Diane Mason	235 Timberlake Dr.	
67	Bill Mason	235 Timberlake Dr.	
68	Wesley Brown	366 Timberlake One Circle	29678
69	Kathleen Deanebaugh	609 Timberlake One Circle	29678
70	Corey Deanebaugh	609 Timberlake One Circle	29678
71	John Cannon	240 Timberlake Drive	Seneca 29678
72	Johna Lynn Cannon	240 Timberlake Dr.	Seneca 29678
73	Thomas Reed	242 Timberlake Dr	Seneca 29678
74	Thomas Reed	251 Hemlock	Seneca 29678
75	Ryan Suther	251 Hemlock	Seneca 29678
76	John A. Suther	350 Timberlake One Circle	Seneca
77	Jill Perkins	350 Timberlake One Circle	Seneca
78	Robert Burns	350 Timberlake One Circle	Seneca
79	Dennis Perkins	250 Timberlake One Circle	
80	Alisa Bly	300 Timberlake One Circle	Chickadee
81	John Bly	275 Hemlock Dr	
82	Robert Crawford	170 Whitepine Street	Seneca
83	Robert Crawford	170 Whitepine Street	Seneca
84	Crain Webb	170 Whitepine Street	Seneca
85	Will Spruce	111 Fowling Rd.	Greenville, SC
86	Linda Spruce	212 Pine Meadow Dr.	Travelers Rest 29690
	Will Spruce	648 Timberlake One Circle	
	Linda Spruce	648 Timberlake One Circle	
87	John Cannon	105 Spruce Ave.	Seneca, SC 29678
88	Dee Peterlik	348 Timberlake One Circle	Seneca, SC 29678
89	Tom Zimmerman	366 Timberlake One Circle	Seneca SC 29678
90	Tom Zimmerman	368 Timberlake One Circle	Seneca SC 29678
91	John Zimmerman	342 Timberlake One Circle	Seneca, SC 29678
92	David W. Paine	344 Timberlake One Circle	Seneca, SC 29678
93	Erika Barrientos	102 Sumac Dr.	Seneca, SC 29678
94	Alger Reynada	102 Sumac Dr.	
95	Capelign Rodriguez	110 Sumac Dr.	Seneca SC. 29678
96	Ruben Rodriguez	110 Sumac Dr.	Seneca SC. 29678
97	JoAnn Rathgeber	122 Timberlake Dr.	Seneca SC 29678
98	Donna Kolaszki	126 Timberlake Dr.	Seneca SC 29678
99	Blair Owens	365 Timberlake One Circle	Seneca SC 29678
100	Ashleigh Owens	365 Timberlake One Circle	Seneca SC 29678
101	John Stephens	327 Timberlake One Circle	Seneca
102	Melinda Mlee	363 Timberlake Dr.	Seneca SC 29678
103	Mark Mlee	363 Timberlake Dr.	Seneca SC 29678

425 Douglas No Power - WATER - <sup>DRUGS</sup> ~~CONDAMNED~~  
 427 Douglas No Power - WATER - ~~CONDAMNED~~  
 217 Timberlake one c'n Junk & TRASH  
 221 Hemlock Junk & Trash & Drugs  
 112 Sumac Drugs + Trash + Garbage ~~CONDAMNED~~

# These Are The Hot Spots

CONDAMNED

- 104 310 Douglas Drive - Jan C. Jackson
- 105 310 Douglas Drive - ~~Jan C. Jackson~~
- 106 345 Timberlake Dr. - ~~Jan C. Jackson~~
- 107 Brandon Mancini ~~310 Douglas Drive~~ 200 TIMBERLAKE ONE CR
- 108 Surya McGee ~~310 Douglas Drive~~ 200 TIMBERLAKE ONE CR
- 109 Tom Thomas 185 THUNDER LN 117 DOUGLAS DR.
- 110 Moises BOVILLO 112 Douglas Dr
- 111 Adriana Barceñas
- 112 Terry Miller - 225 Douglas DR. ~~Terry Miller~~ 225 Douglas DR.
- 113 ~~Leslie~~ 226 Douglas Dr. ~~Leslie~~
- 114 ~~Michelle~~ Cantrell 426 Douglas Dr.
- 115 ~~Debra~~ Cantrell 426 Douglas Dr.
- 116 ~~John D. Law~~ 621 Timberlake ONE CR
- 117 John Clough 111 SUMAC DRIVE Seneca SC
- 118 April Clough 111 SUMAC DRIVE Seneca SC
- 119 Morgan Miller 363 Timberlake DRIVE Seneca SC ~~Miller~~
- 120 James Miller 363 Timberlake Drive Seneca SC ~~Miller~~
- 121 Rick LIVINGSTON 331 Hemlock Drive Seneca, SC
- 122 Carolyn Moore-Livingston 331 Hemlock DR Seneca SC

## **Amendment IV**

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

## Katie Smith

---

**From:** billy@ffmwestminster.com  
**Sent:** Tuesday, April 20, 2021 11:33 AM  
**To:** Katie Smith  
**Subject:** mask regulation

**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.

To the Council on rescinding the mask ordinance for county offices. I will be out of town and unable to attend this pm, so I submit this:

While we all look forward to a day when masks are not necessary, and while I believe that day will be soon, I think rescinding the mask ordinance now would be premature.

The b.1.1.7 covid variant made up only 10% of covid infections at the end of February, but now represents 60% of all new cases in the USA. B.1.1.7 is 60% more contagious and 67% more deadly than the previous variety. This means to achieve herd immunity and see the disease tamed will take well over 70%-and as much as 90%- of the population to be vaccinated and/or have been infected already (and immunity from being infected is inferior to vaccinated immunity).

In Oconee, the highest risk group (over 65) is 62% immunized and many of the remaining unimmunized are reluctant to be vaccinated. Only 30% of those over 18 have been immunized, and overall, only 24% of the population of Oconee has been. Keep in mind, our rate of vaccination is actually lower than in Michigan, which is experiencing a devastating outbreak.

We are in a much better position than we were in December, but relaxing precautions now could not only make more people sick, it sends a bad message to the public, which could give unvaccinated people a false sense of security. As a person who spends most of his day masked, it is really not a big deal, and a small price to pay to beat Covid. I think that if we can hang in there, we should see this awful disease in our rearview mirror in a few months.

Billy Campbell, MD

Westminster, SC



