

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2022-13**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY, CONSISTING OF APPROXIMATELY 1.5 ACRES AND BEING A PORTION OF TAX MAP # 160-00-04-060 (“PARCEL 1”), AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY LUTHER L. LYLE, ET AL., CONSISTING OF APPROXIMATELY 1.5 ACRES AND BEING A PORTION OF TAX MAP # 160-00-04-003 (“PARCEL 2”) IN EXCHANGE FOR THE CONVEYANCE OF PARCEL 1; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County desires to convey certain real property, consisting of approximately 1.5 acres and being a portion of tax map # 160-00-04-060 (“Parcel 1”) to Luther L. Lyle, et al.;

WHEREAS, the County desires to receive certain real property owned by Luther L. Lyle, et al., consisting of approximately 1.5 acres and being a portion of tax map # 160-00-04-003 (“Parcel 2”) in exchange for the conveyance of Parcel 1;

WHEREAS, Parcel 1 and Parcel 2 are of comparable value, and descriptions of the parcels are attached hereto as Exhibits A and B respectively;

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

1. Oconee County hereby agrees to convey Parcel 1 to Luther L. Lyle, et al. in exchange for Parcel 2.
2. The Oconee County Administrator is hereby authorized and directed to take all actions necessary to convey Parcel 1 to Luther L. Lyle, et al. in exchange for Parcel 2, and to take all other actions necessary to carry out the intent of this Ordinance.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

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and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This Ordinance shall take effect and be in full force after three readings, a public hearing, and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: April 19, 2022
Second Reading: May 03, 2022
Third Reading: July 19, 2022
Public Hearing: May 17, 2022

EXHIBIT A
DESCRIPTION OF PARCEL 1

[See attached.]

BOUNDARY SURVEY FOR

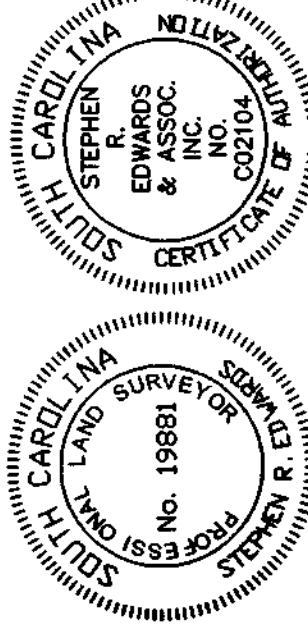
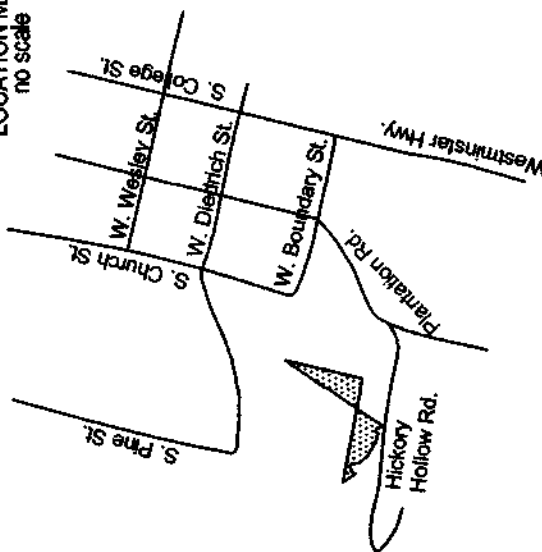
OCONEE COUNTY
LUTHER L. LYLE
MARCIA MONROE LYLE &
MARJORIE LYLE CONAWAY

WAGENER TOWNSHIP, OCONEE COUNTY, SOUTH CAROLINA
STEPHEN R. EDWARDS & ASSOCIATES, INC.
1432 W. MAIN ST., WEST UNION, S.C. 29686
(864) 718-1120

DATE: 06-02-2022 JOB NUMBER: 22-150



LOCATION MAP
no scale



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

Stephen R. Edwards

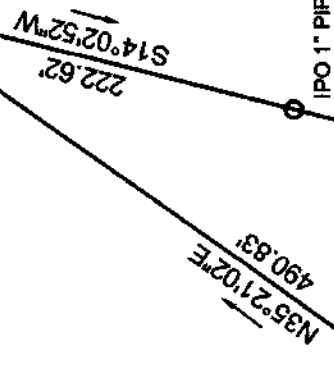
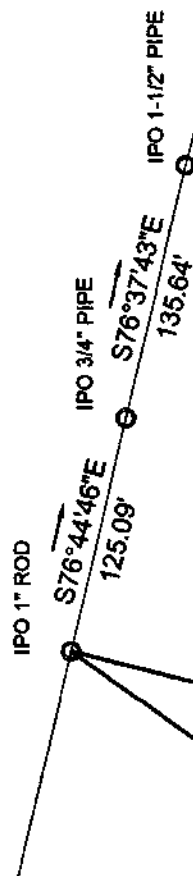
STEPHEN R. EDWARDS PLS NO. 19881

NOTES

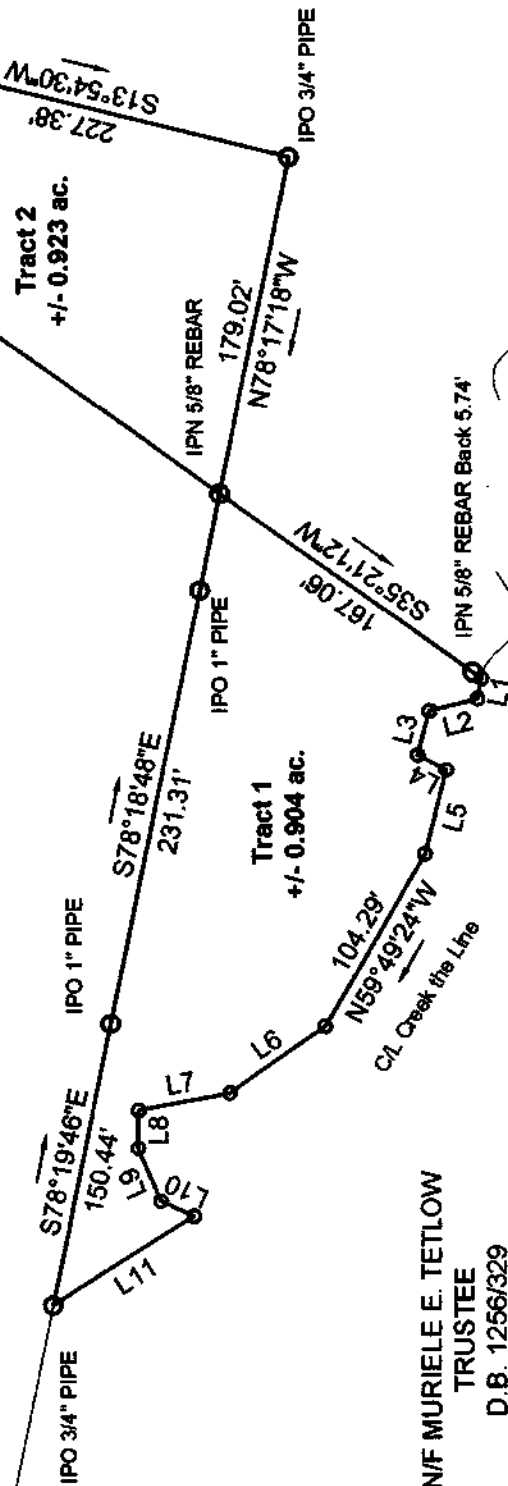
- 1) REFERENCES
-D.B. 2506 PG. 230
-P.B. A-272 PG. 4
-TAX MAP NUMBER: 160-00-04-003 P/O
-TRACT 1

-D.B. 1909 PG. 345
-P.B. B-411 PG. 4
-TAX MAP NUMBER: 160-00-04-060 P/O
-TRACT 2
- 2) ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) ANY WARRANTY FOR THIS SURVEY IS NON-TRANSFERABLE.

N/F OCONEE COUNTY
D.B. 1909/345
P.B. B-411/4



N/F OCONEE COUNTY
D.B. 1909/345
P.B. B-411/4



N/F LUTHER LYLE ET AL
D.B. 2506/230
P.B. A-272/4

N/F MURIELE E. TETLOW
TRUSTEE
D.B. 1256/329
P.B. P-45/98

LINE	BEARING	LENGTH
L1	N78°44'35\"W	10.65
L2	N14°00'09\"W	25.76
L3	N75°32'26\"W	23.82
L4	S27°57'05\"W	16.88
L5	N75°50'12\"W	45.74
L6	N35°06'46\"W	60.74
L7	N10°30'02\"W	48.35
L8	N89°21'09\"W	19.45
L9	S66°38'43\"W	29.98
L10	S24°42'03\"W	18.96
L11	N32°41'00\"W	87.65

EXHIBIT B
DESCRIPTION OF PARCEL 2

[See attached.]

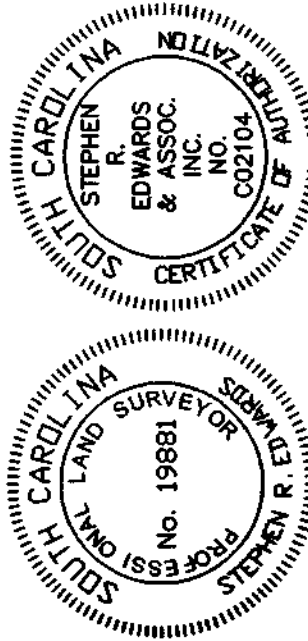
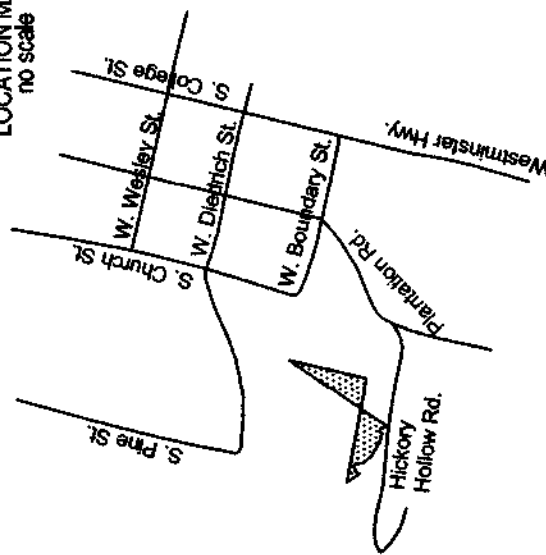
BOUNDARY SURVEY FOR

OCONEE COUNTY
LUTHER L. LYLE
MARCIA MONROE LYLE &
MARJORIE LYLE CONAWAY

WAGENER TOWNSHIP, OCONEE COUNTY, SOUTH CAROLINA
STEPHEN R. EDWARDS & ASSOCIATES, INC.
1432 W. MAIN ST., WEST UNION, S.C. 29686
(864) 718-1120

DATE: 06-02-2022 JOB NUMBER: 22-150
0 100 200 300
SCALE: 1"=100'

LOCATION MAP
no scale



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

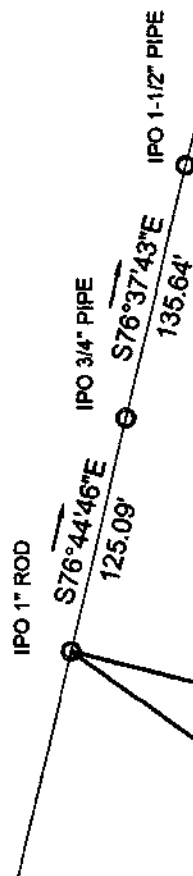
Stephen R. Edwards
STEPHEN R. EDWARDS PLS NO. 19881

NOTES

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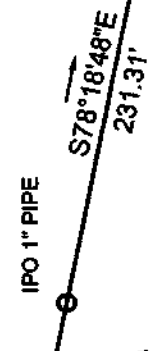
N/F OCONEE COUNTY
D.B. 1909/345
P.B. B-411/4



Tract 2
+/- 0.923 ac.
N35°21'02\"/>

N/F OCONEE COUNTY
D.B. 1909/345
P.B. B-411/4

Tract 1
+/- 0.904 ac.



N/F MURIELE E. TETLOW
TRUSTEE
D.B. 1256/329
P.B. P-45/98

N/F LUTHER LYLE ET AL
D.B. 2506/230
P.B. A-272/4

LINE	BEARING	LENGTH
L1	N78°44'35\"/>	

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-15**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF \$1,500,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF IMPROVEMENTS TO THE SENECA CREEK BOAT RAMP FACILITIES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and 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, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, the County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received (collectively “County ARPA Funds”);

WHEREAS, County ARPA Funds may be used toward the provision of general government services by virtue of a revenue loss calculation or a standard allowance;

WHEREAS, additionally, County ARPA Funds may be invested in parks, public plazas, and other public outdoor recreation spaces in order to promote healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19;

WHEREAS, the County desires to expend One Million, Five Hundred Thousand, and 00/100 (\$1,500,000.00) Dollars of County ARPA Funds toward improvements at the Seneca Creek Boat Ramp Facilities (“Seneca Creek Facility Improvements”).

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

Section 1. Appropriation. One Million, Five Hundred Thousand, and 00/100 (\$1,500,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for Seneca Creek Facility Improvements.

Section 2. Expenditures. The expenditure of funds appropriated out of County ARPA Funds for Seneca Creek Facility Improvements is approved in an amount up to One Million, Five Hundred Thousand, and 00/100 (\$1,500,000.00), subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County may discontinue the expenditure of funding appropriated for Seneca Creek Facility Improvements at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) Seneca Creek Facility Improvements being deemed an impermissible use of County ARPA Funds, in whole or part, under ARPA, Department of Treasury regulations, or other binding legal authority; or (4) for convenience.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 7, 2022
Second Reading: June 21, 2022
Third Reading: July 19, 2022
Public Hearing: July 19, 2022



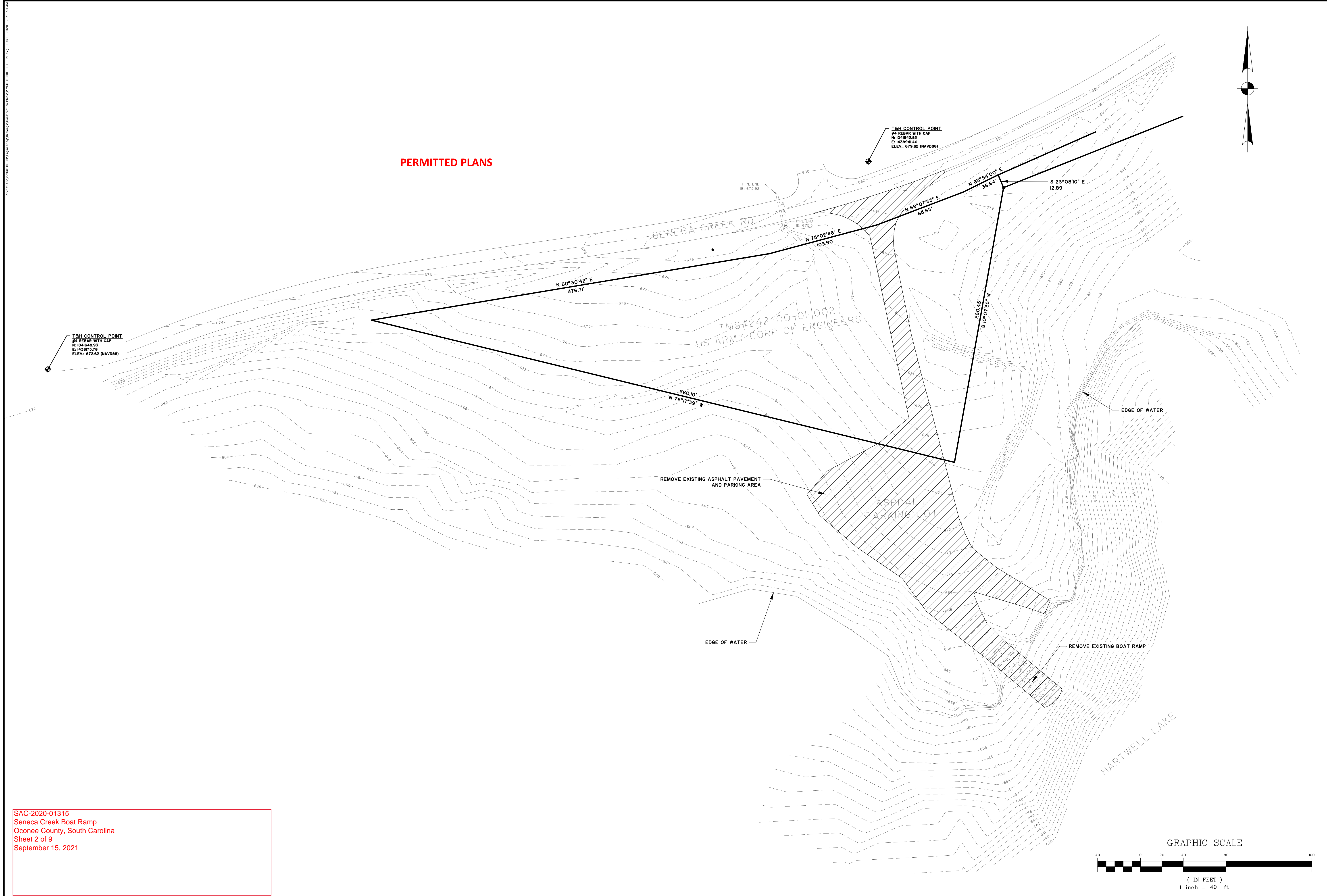
Seneca Creek Boat Ramp

Vicinity Map
10/08/2020

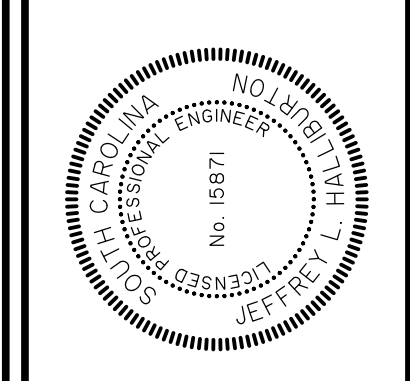
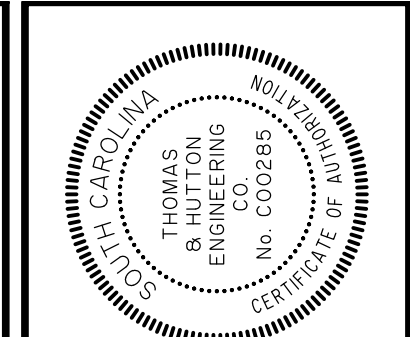


PERMITTED PLANS

SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 1 of 9 September 15, 2021



SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 2 of 9
September 15, 2021



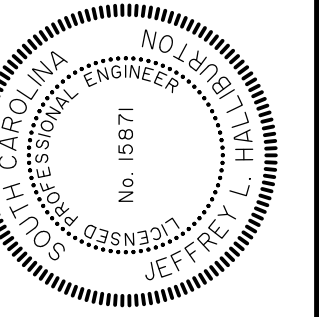
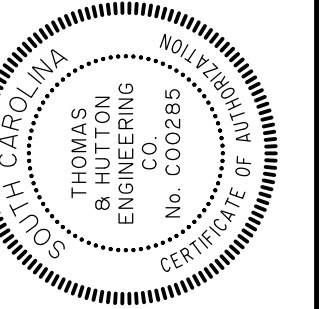
NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
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Greenville, SC 29601 • 864.412.2222
www.thomasandhutton.com

OCONEE COUNTY PARKS & REC
SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
EXISTING CONDITIONS

JOB NO: J-27946.0000
DATE: 07/20/2020
DRAWN: JLS
DESIGNED: JLH
REVIEWED: KES
APPROVED: JLH
SCALE: 1" = 40'

EX.1



NO.	REVISIONS	BY	DATE

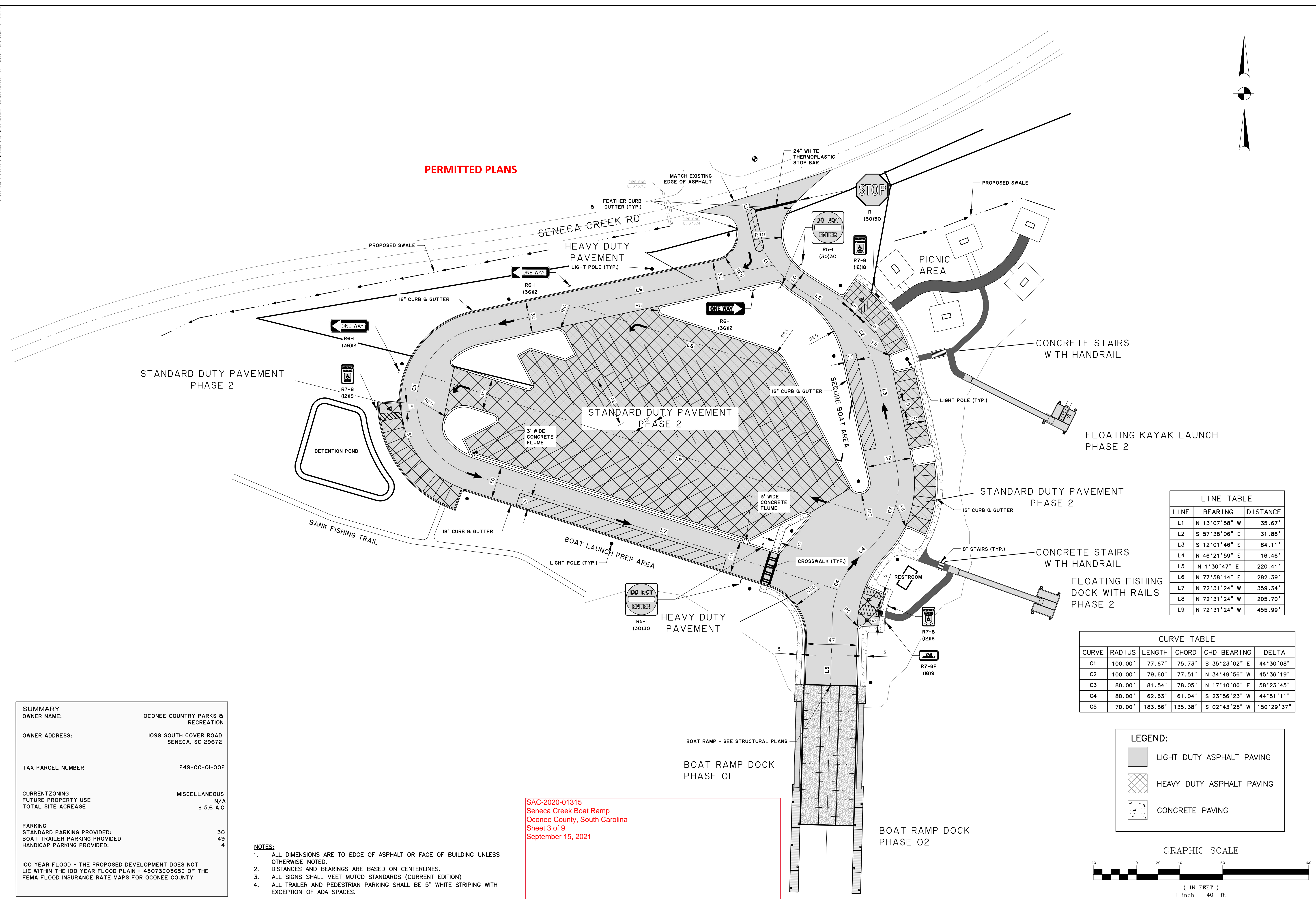
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OCONEE COUNTY PARKS & REC
 SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
SITE PLAN

JOB NO: J-27946.0000
 DATE: 07/20/2020
 DRAWN: JLS
 DESIGNED: JLH
 REVIEWED: KES
 APPROVED: JLH
 SCALE: 1" = 40'

C1.1

PERMITTED PLANS



LINE TABLE

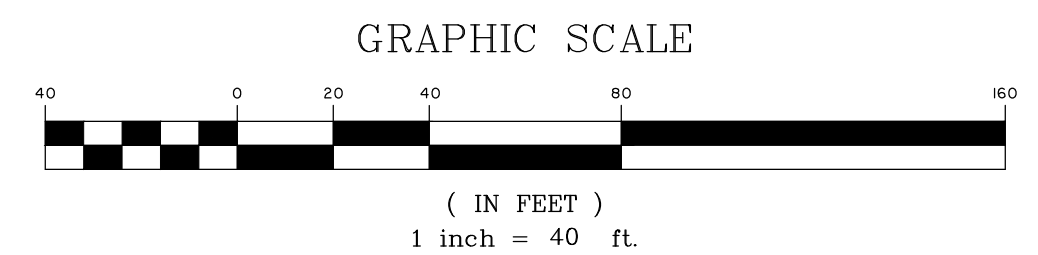
LINE	BEARING	DISTANCE
L1	N 13°07'58" W	35.67'
L2	S 57°38'06" E	31.86'
L3	S 12°01'46" E	84.11'
L4	N 46°21'59" E	16.46'
L5	N 1°30'47" E	220.41'
L6	N 77°58'14" E	282.39'
L7	N 72°31'24" W	359.34'
L8	N 72°31'24" W	205.70'
L9	N 72°31'24" W	455.99'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHD BEARING	DELTA
C1	100.00'	77.67'	75.73'	S 35°23'02" E	44°30'08"
C2	100.00'	79.60'	77.51'	N 34°49'56" W	45°36'19"
C3	80.00'	81.54'	78.05'	N 17°10'06" E	58°23'45"
C4	80.00'	62.63'	61.04'	S 23°56'23" W	44°51'11"
C5	70.00'	183.86'	135.38'	S 02°43'25" W	150°29'37"

LEGEND:

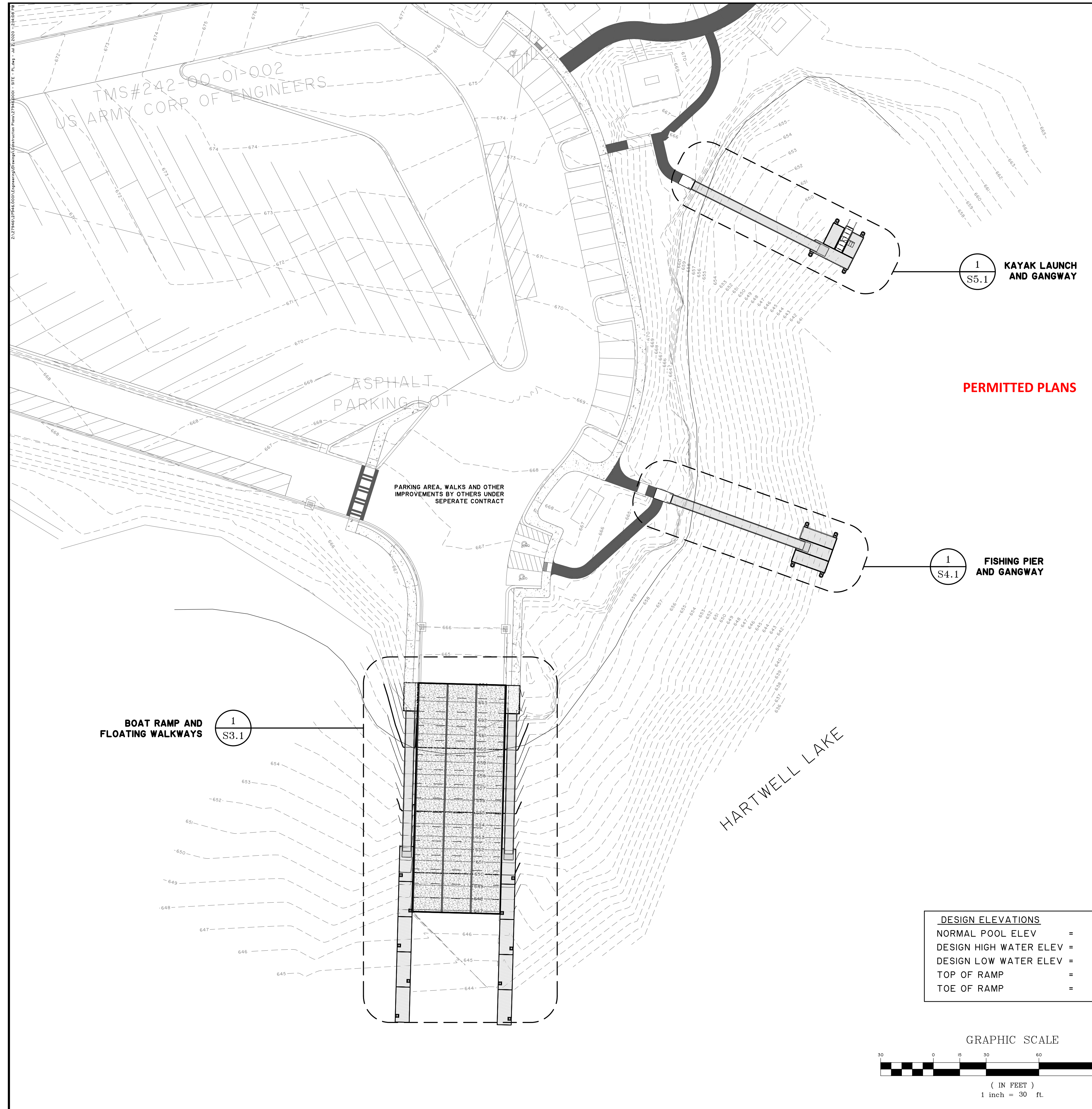
- [Light Gray Box] LIGHT DUTY ASPHALT PAVING
- [Cross-hatched Box] HEAVY DUTY ASPHALT PAVING
- [Stippled Box] CONCRETE PAVING



SUMMARY
 OWNER NAME: OCONEE COUNTRY PARKS & RECREATION
 OWNER ADDRESS: 1099 SOUTH COVER ROAD, SENECA, SC 29672
 TAX PARCEL NUMBER: 249-00-01-002
 CURRENT ZONING: MISCELLANEOUS
 FUTURE PROPERTY USE: N/A
 TOTAL SITE ACREAGE: ± 5.6 A.C.
 PARKING: STANDARD PARKING PROVIDED: 30, BOAT TRAILER PARKING PROVIDED: 49, HANDICAP PARKING PROVIDED: 4
 100 YEAR FLOOD - THE PROPOSED DEVELOPMENT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN - 45073C0365C OF THE FEMA FLOOD INSURANCE RATE MAPS FOR OCONEE COUNTY.

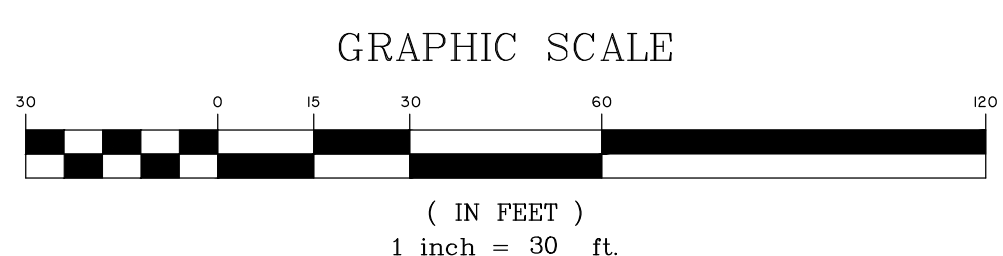
- NOTES:**
- ALL DIMENSIONS ARE TO EDGE OF ASPHALT OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - DISTANCES AND BEARINGS ARE BASED ON CENTERLINES.
 - ALL SIGNS SHALL MEET MUTCD STANDARDS (CURRENT EDITION)
 - ALL TRAILER AND PEDESTRIAN PARKING SHALL BE 5" WHITE STRIPING WITH EXCEPTION OF ADA SPACES.

SAC-2020-01315
 Seneca Creek Boat Ramp
 Oconee County, South Carolina
 Sheet 3 of 9
 September 15, 2021

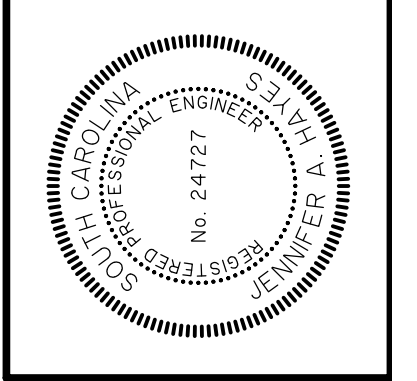
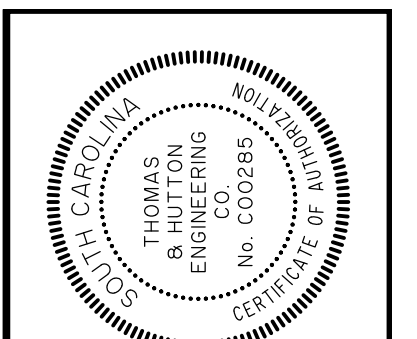


PERMITTED PLANS

DESIGN ELEVATIONS	
NORMAL POOL ELEV	= 660.00
DESIGN HIGH WATER ELEV	= 663.00
DESIGN LOW WATER ELEV	= 650.00
TOP OF RAMP	= 664.03
TOE OF RAMP	= 646.83



SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 4 of 9
September 15, 2021



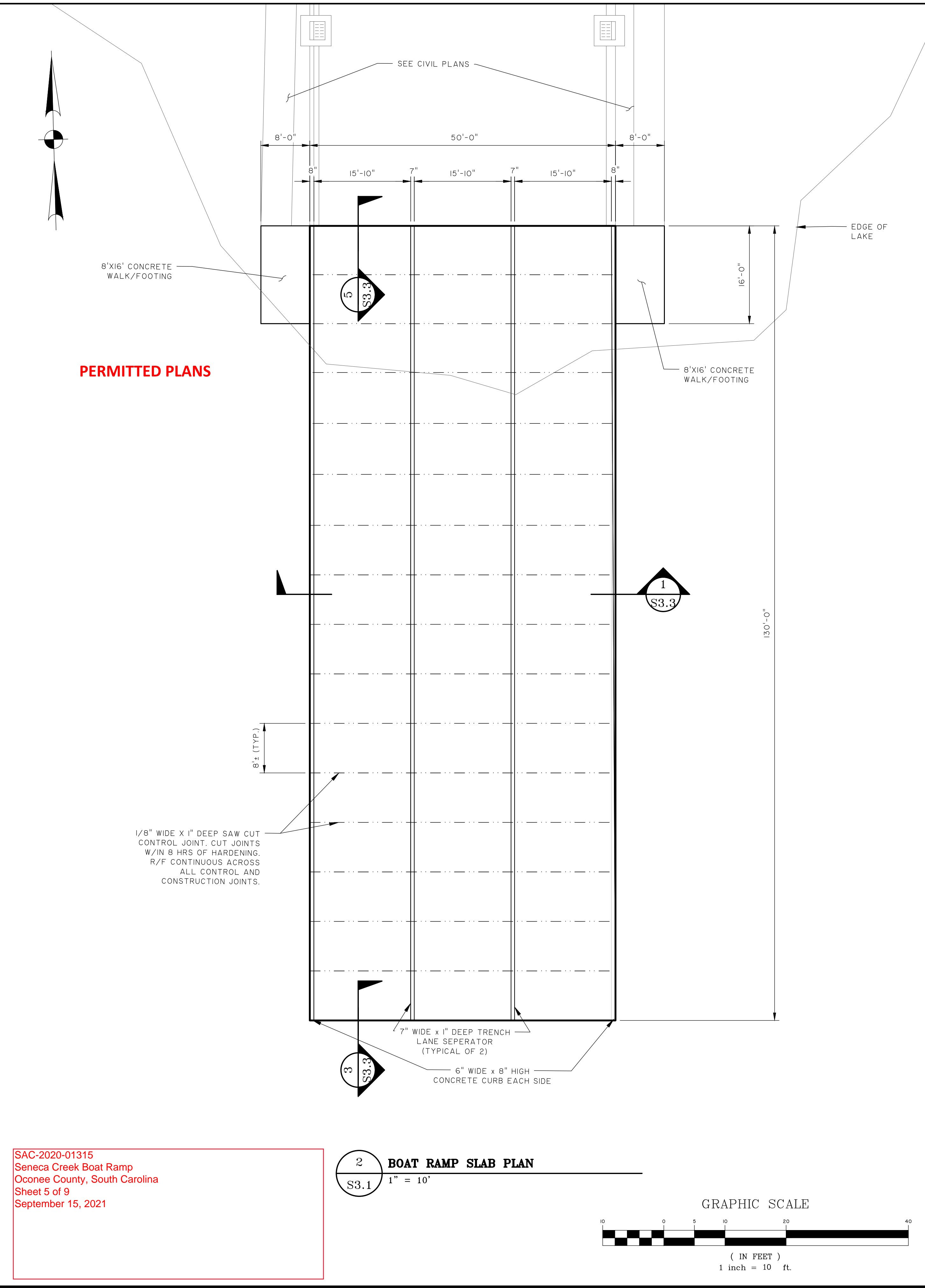
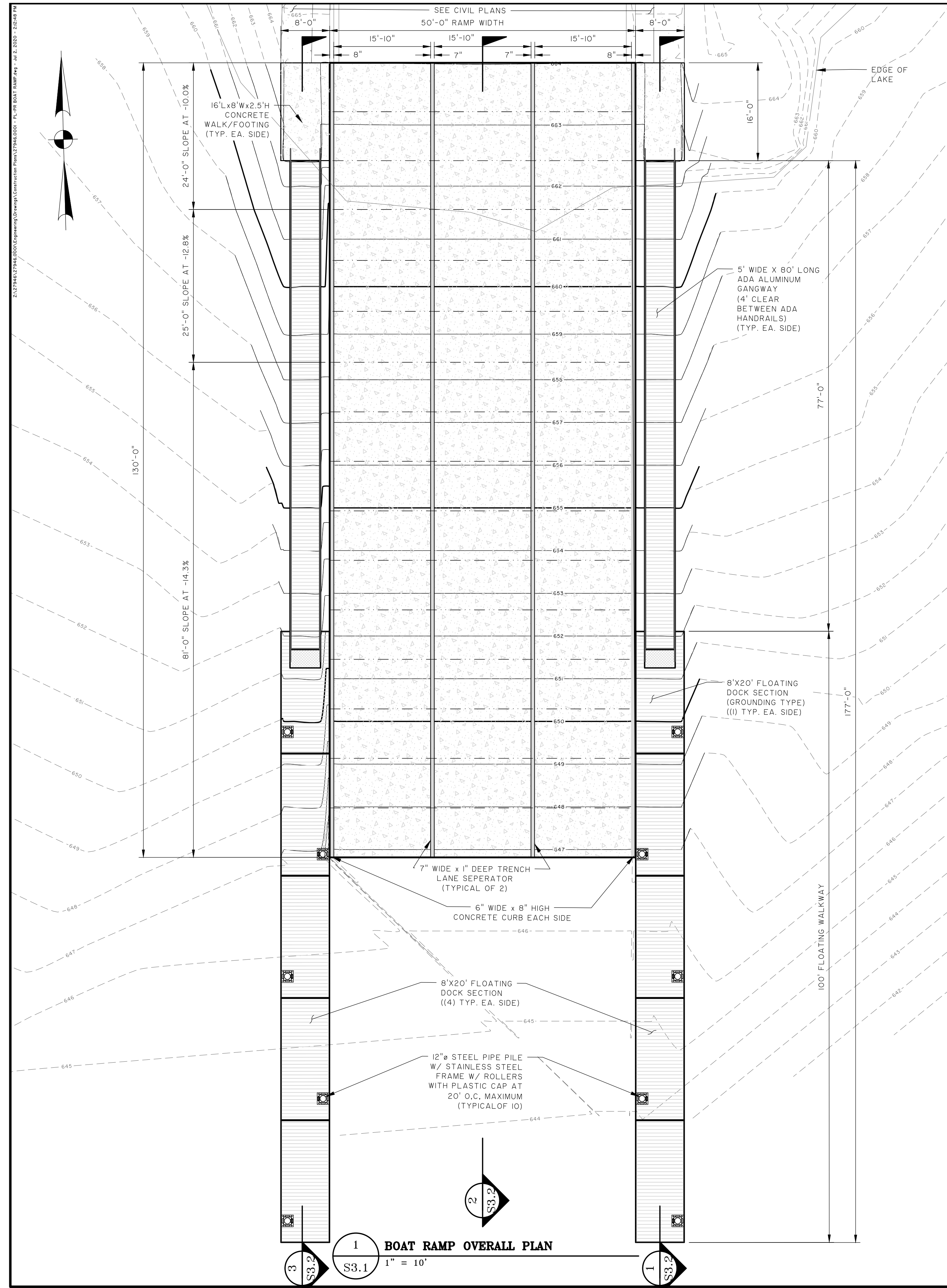
No.	REVISIONS	BY	DATE

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OCONEE COUNTY PARKS & REC
SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
SITE PLAN

JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	RAS
DESIGNED:	JAH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	1" = 30'

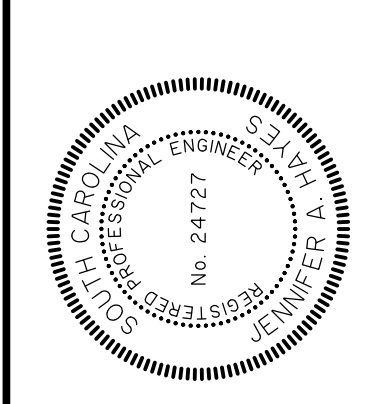
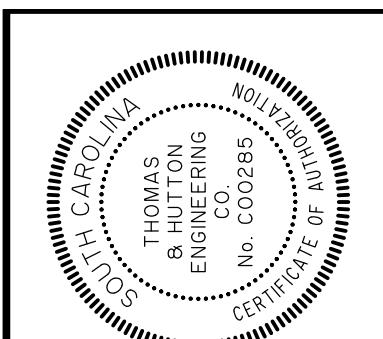
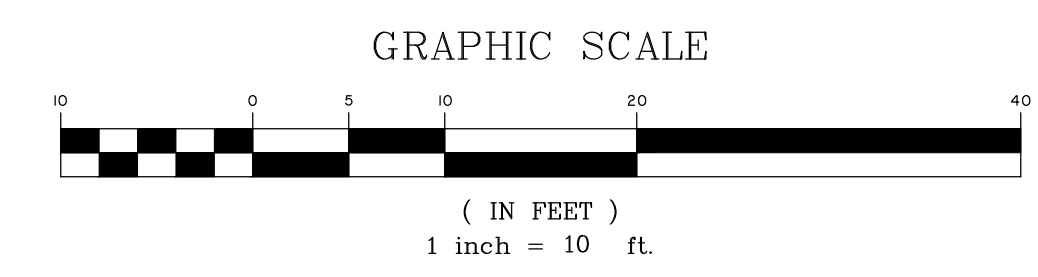
S2.1



PERMITTED PLANS

SAC-2020-01315
 Seneca Creek Boat Ramp
 Oconee County, South Carolina
 Sheet 5 of 9
 September 15, 2021

2 BOAT RAMP SLAB PLAN
 S3.1 1" = 10'



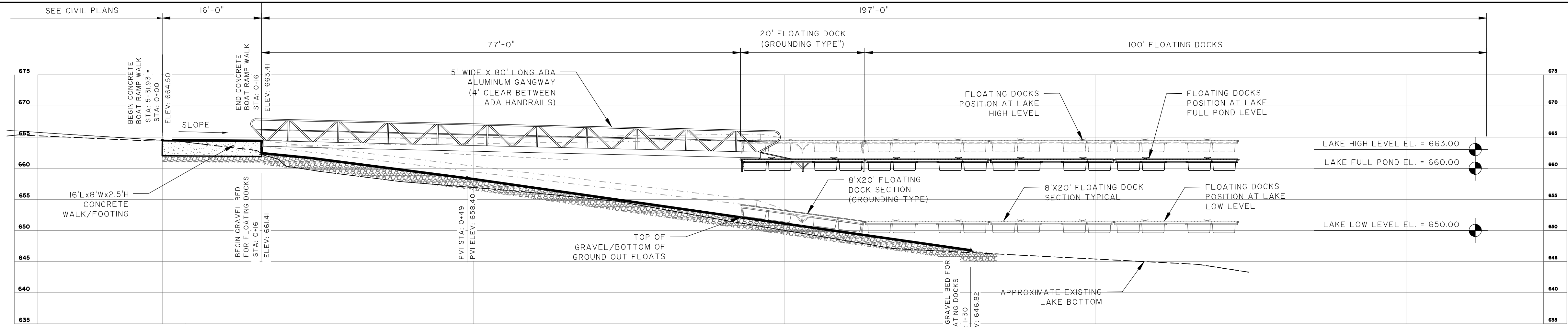
NO.	REVISIONS	BY	DATE

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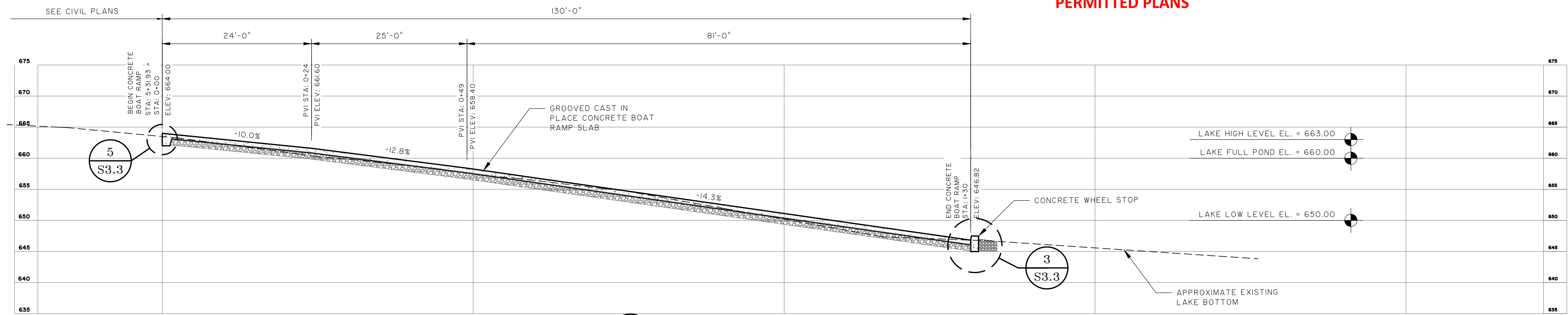
OCONEE COUNTY PARKS & REC
 SENECA, SOUTH CAROLINA
 SENECA CREEK ROAD BOAT RAMP
 BOAT RAMP - PLANS

JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	RAS
DESIGNED:	JAH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

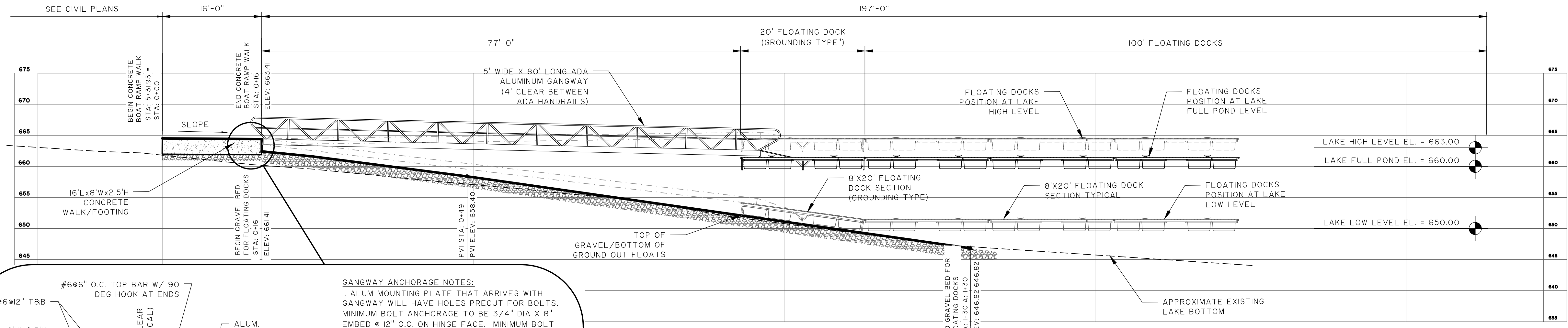
S3.1



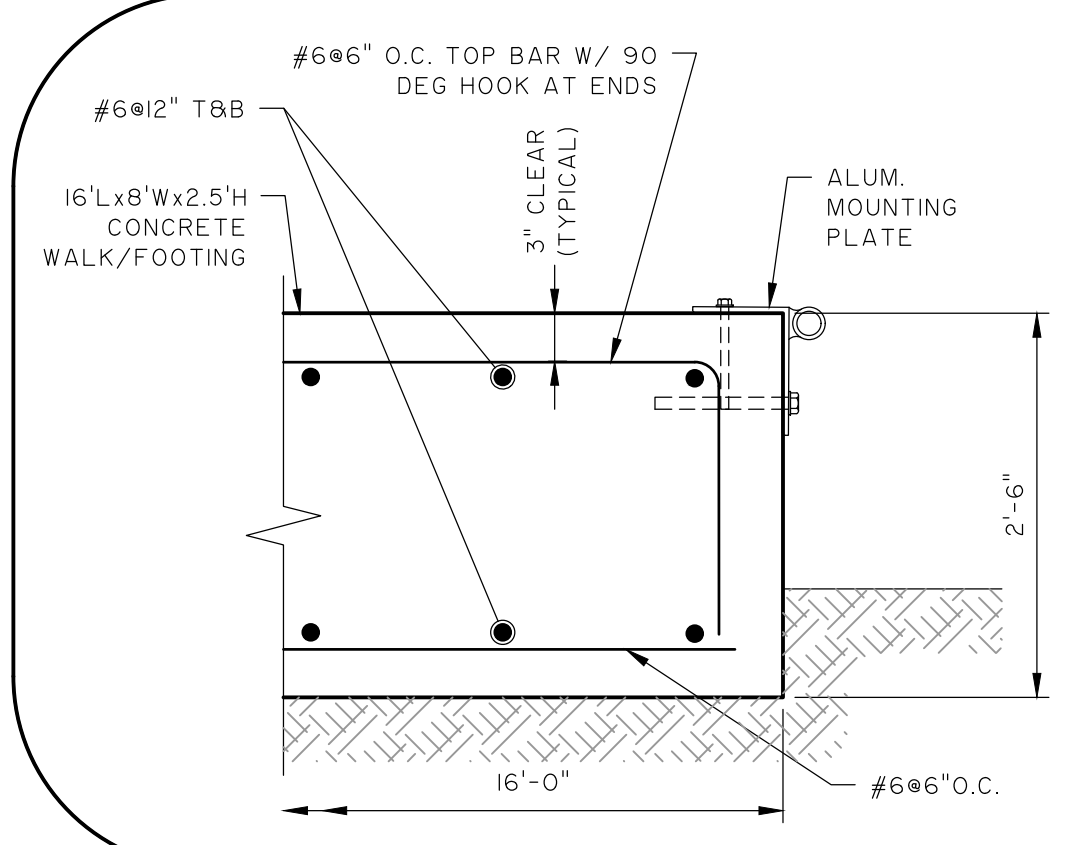
1 FLOATING DOCK SECTION - LEFT SIDE
S3.2 1" = 10'



1 BOAT RAMP SECTION
S3.2 1" = 10'

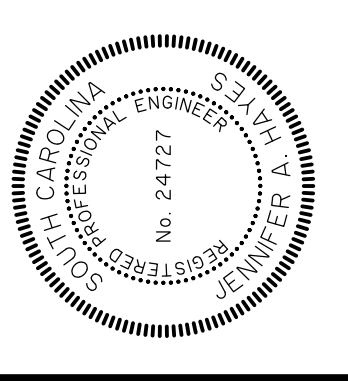
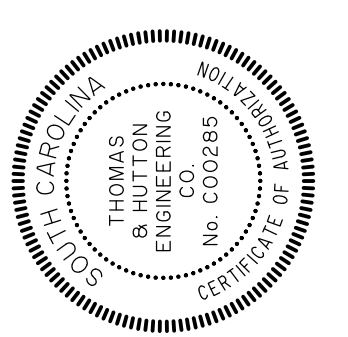
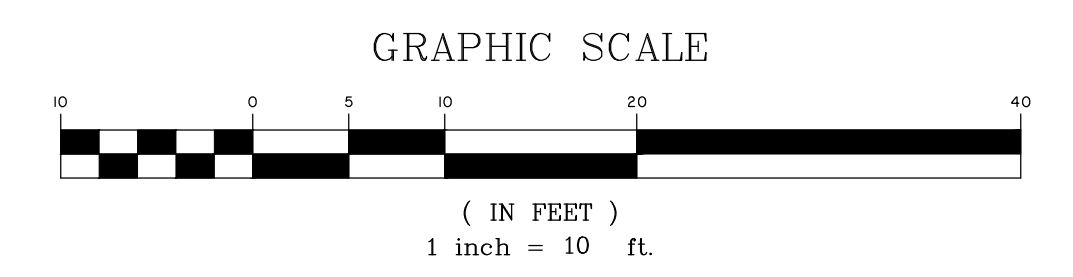


3 FLOATING DOCK SECTION - RIGHT SIDE
S3.2 1" = 10'



- GANGWAY ANCHORAGE NOTES:**
1. ALUM MOUNTING PLATE THAT ARRIVES WITH GANGWAY WILL HAVE HOLES PRECUT FOR BOLTS. MINIMUM BOLT ANCHORAGE TO BE 3/4" DIA X 8" EMBED @ 12" O.C. ON HINGE FACE. MINIMUM BOLT ANCHORAGE FOR TOP PLATE TO BE 1/2" DIA. X 6" EMBED @ 12" O.C.
 2. IF SPACING OF HOLES IS GREATER THAN THOSE REQUIRED IN NOTE 1, ENGINEER TO BE NOTIFIED FOR REVIEW.
 3. IF ANCHORS ARE POST INSTALLED, USE HILTI HY200 EPOXY ADHESIVE SYSTEM.
 4. BOLTS TO BE GALVANIZED OR SS. WASHERS NEEDED BETWEEN BOLTS AND PLATE.
 5. TOP BOLT MAY NEED TO BE A CARRIAGE BOLT FOR CLEARANCE UNDER TREAD PLATE.
 6. DESIGN TO BE CONFIRMED FOLLOWING RECEIPT OF GANGWAY SHOP DRAWINGS AND LOADS FOR SELECTED GANGWAY.

SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 6 of 9
September 15, 2021



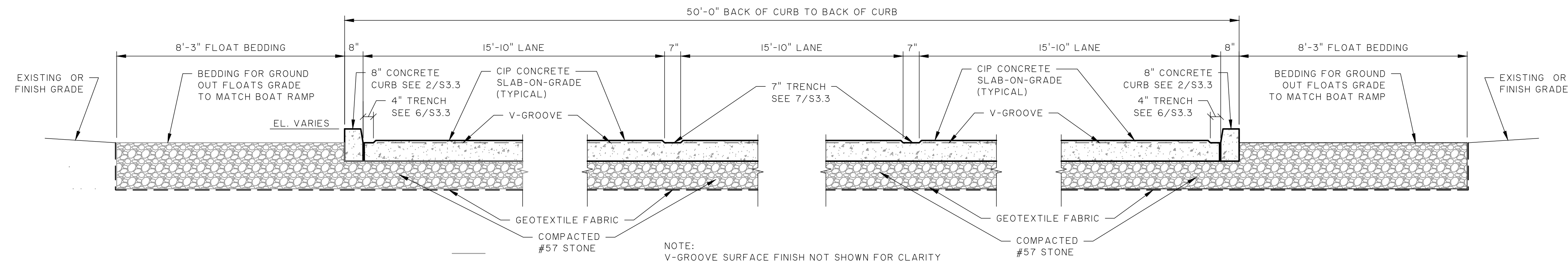
NO.	REVISIONS	BY	DATE

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OCONEE COUNTY PARKS & REC
SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
BOAT RAMP - SECTIONS

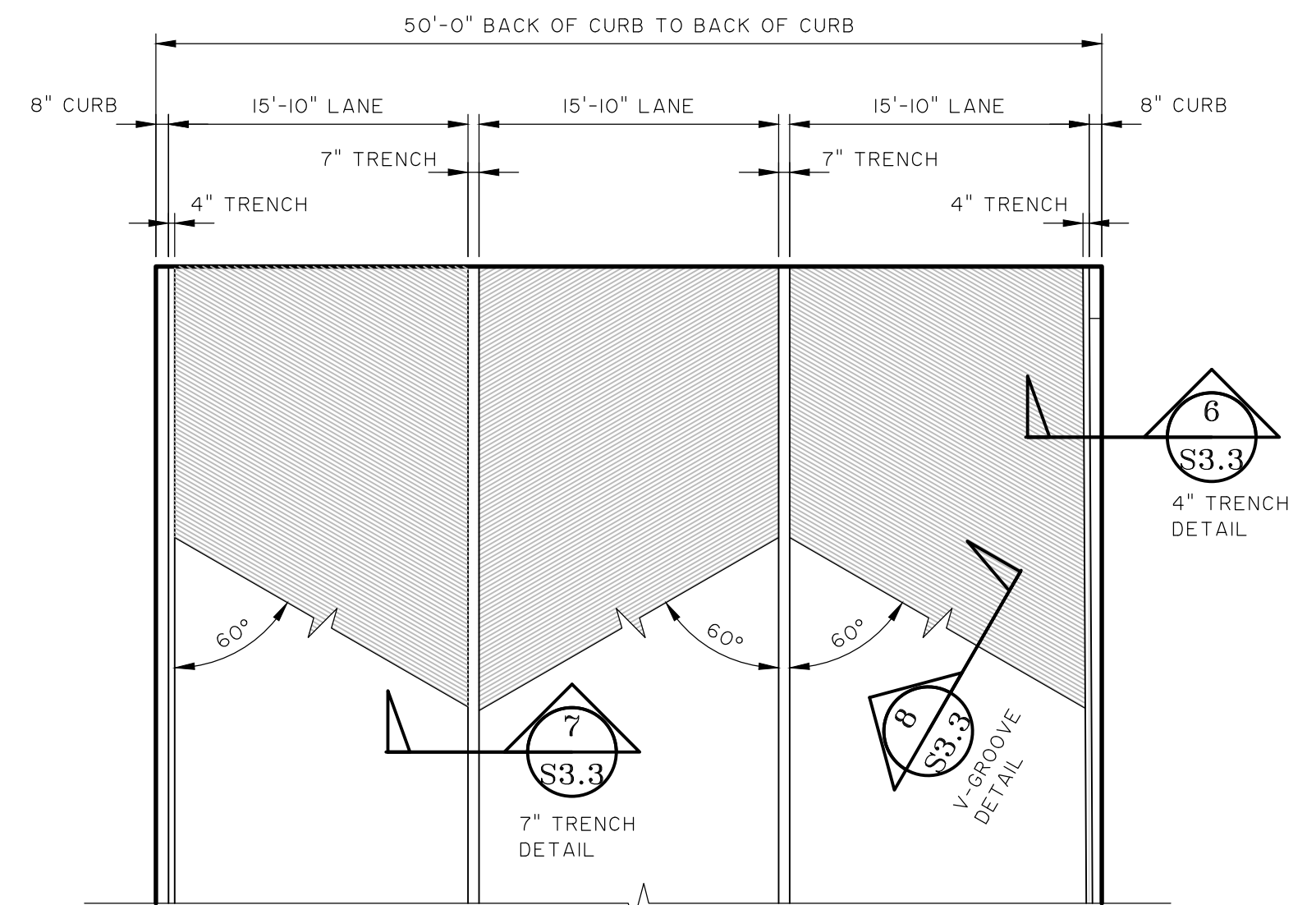
JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	JLS
DESIGNED:	JLH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

S3.2

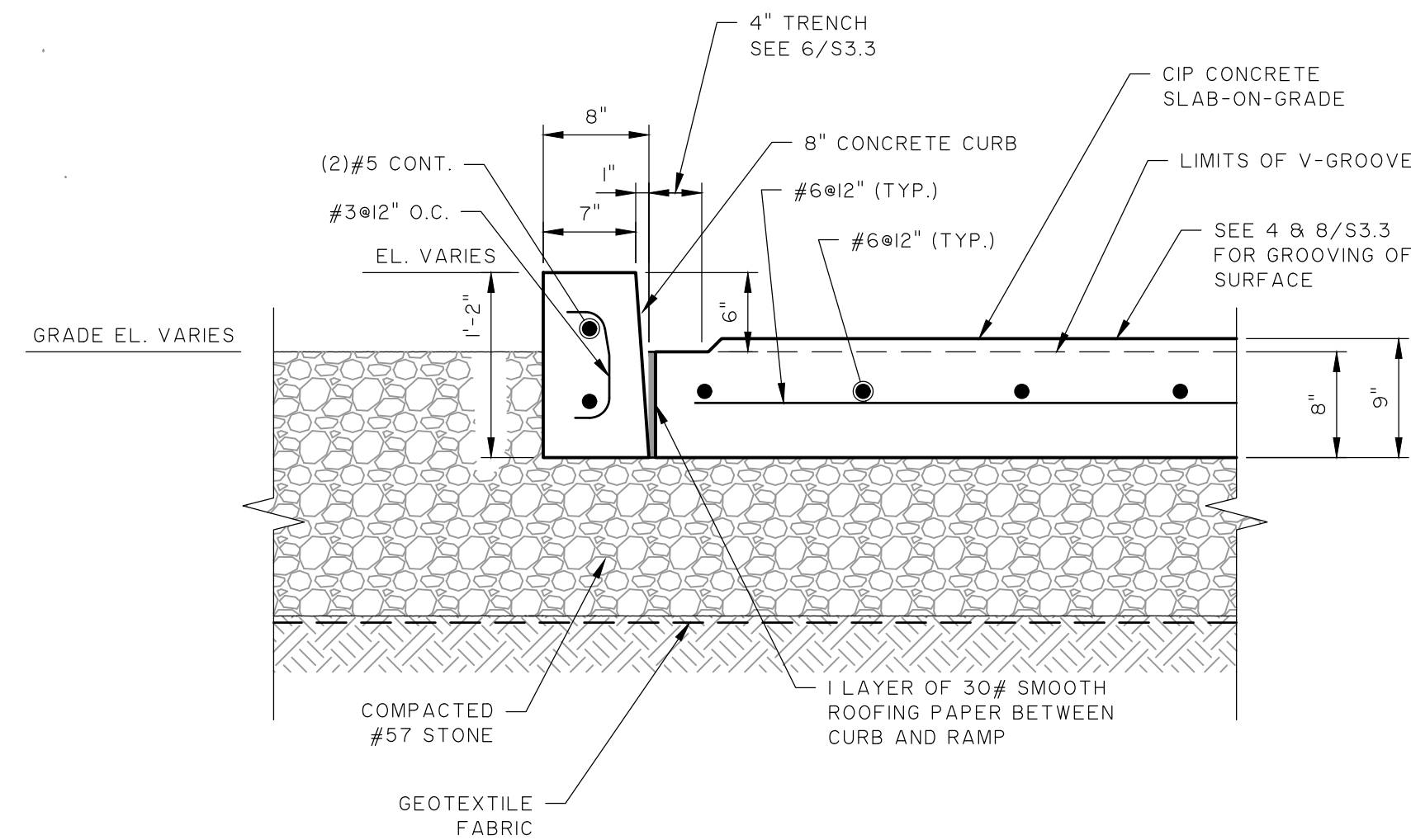


1 BOAT RAMP SECTION
S3.3 3/8" = 1'-0"

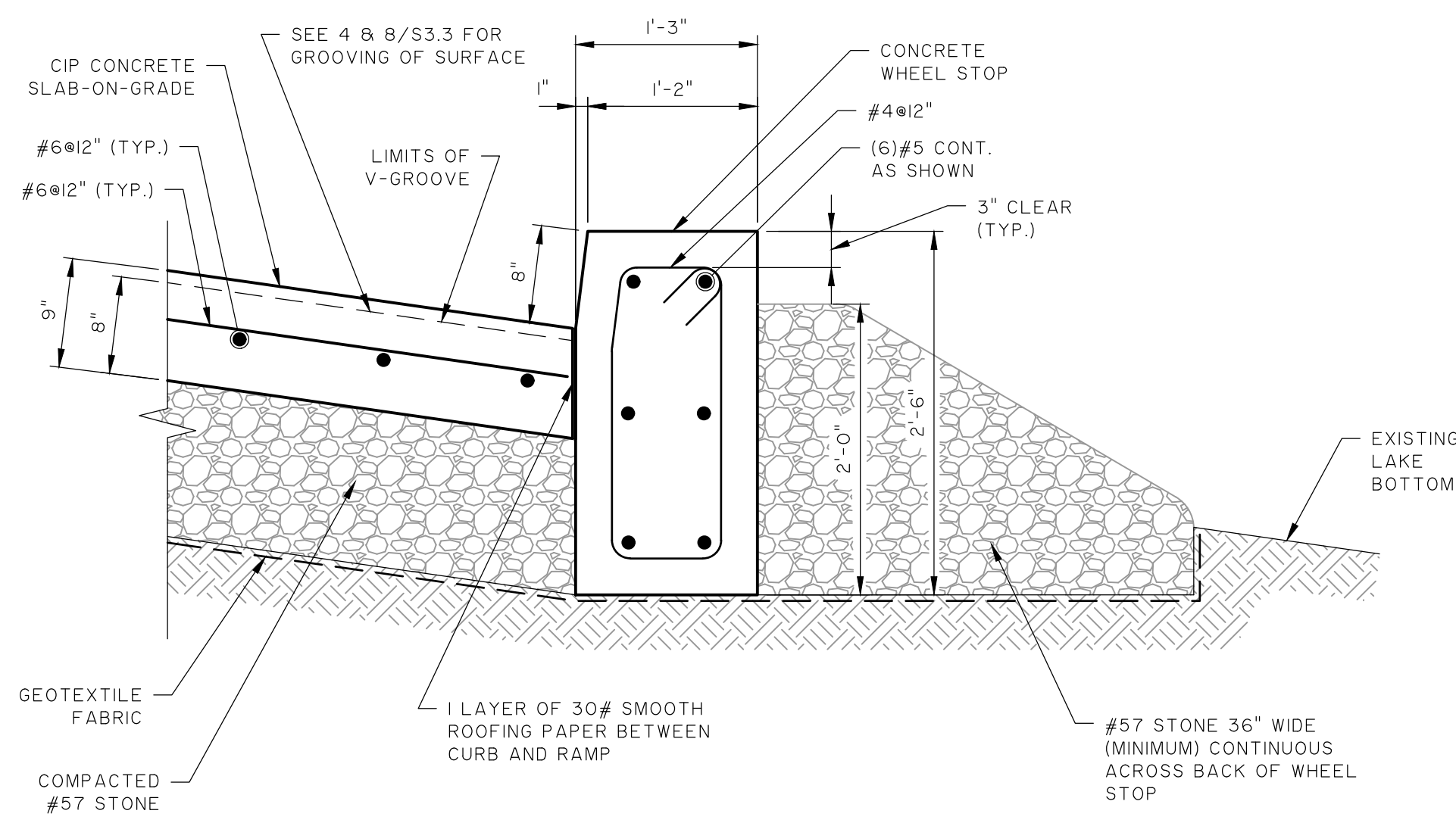
PERMITTED PLANS



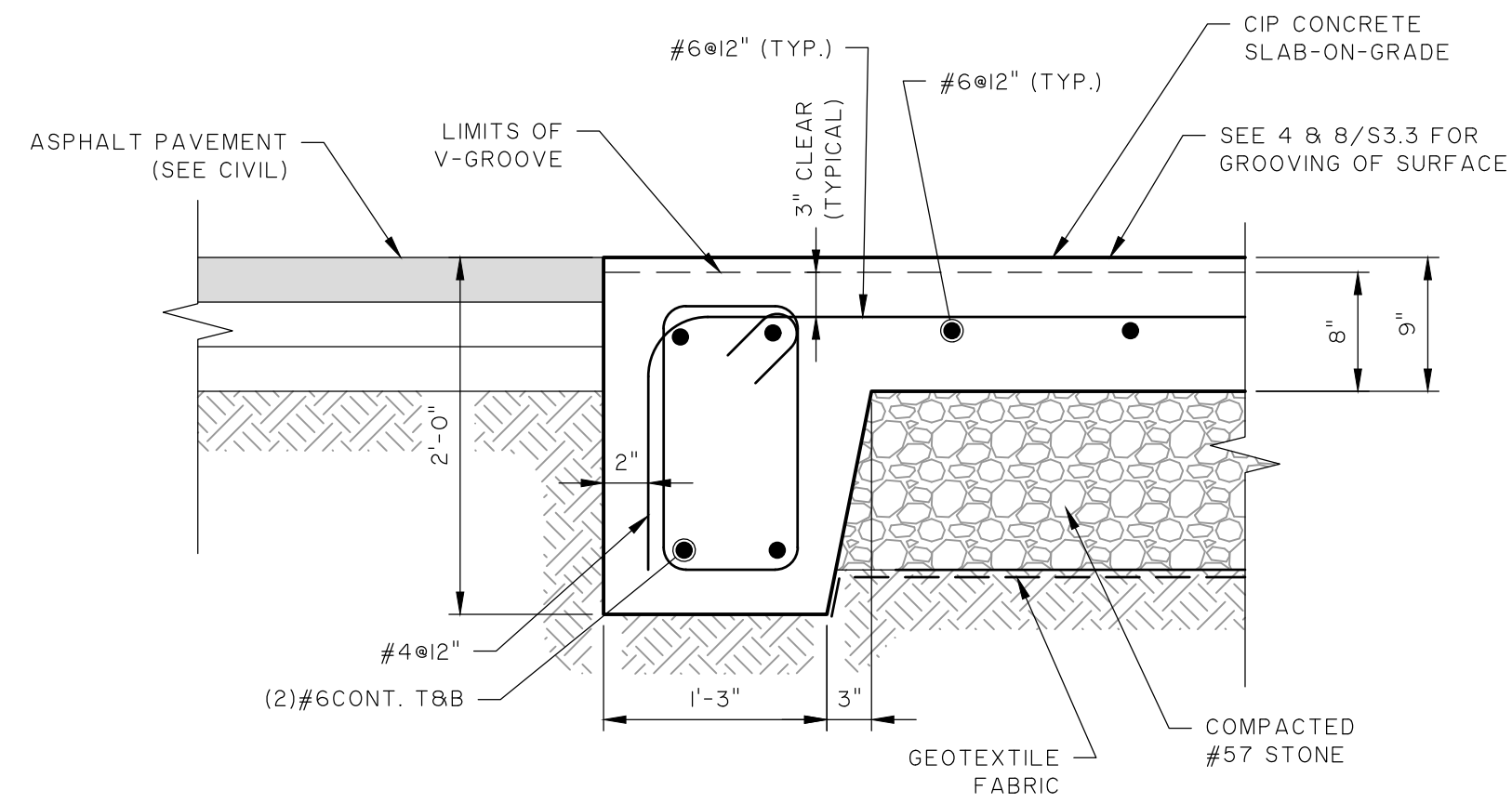
4 PLAN - V-GROOVE
S3.3 1" = 10'



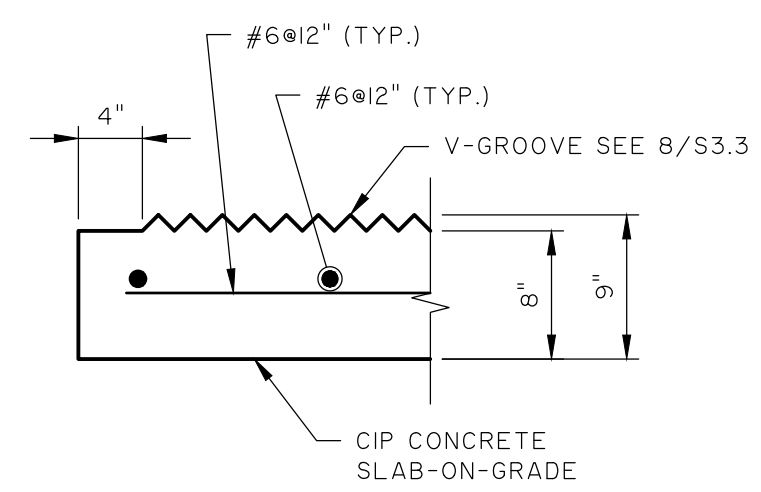
2 BOAT RAMP CURB SECTION
S3.3 1" = 1'-0"



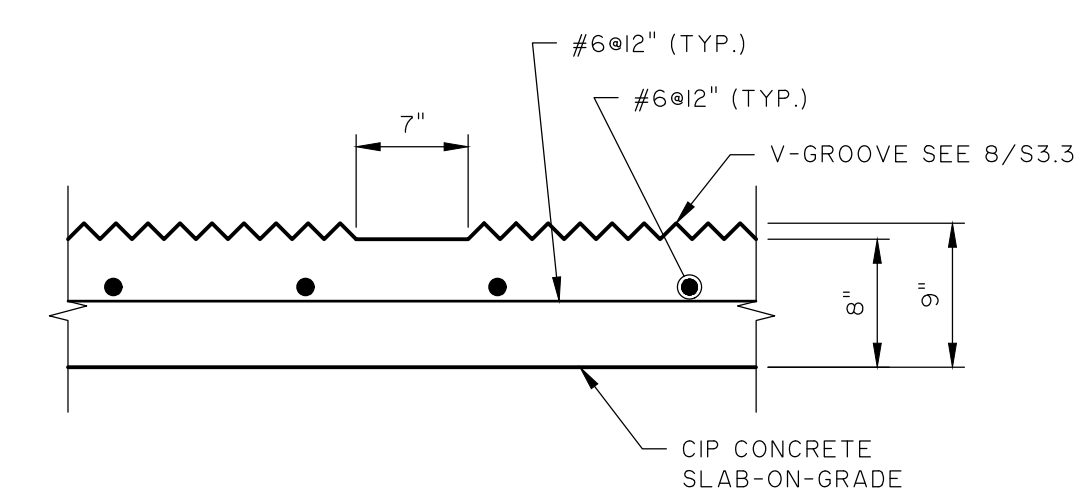
3 BOAT RAMP WHEEL STOP SECTION
S3.3 1" = 1'-0"



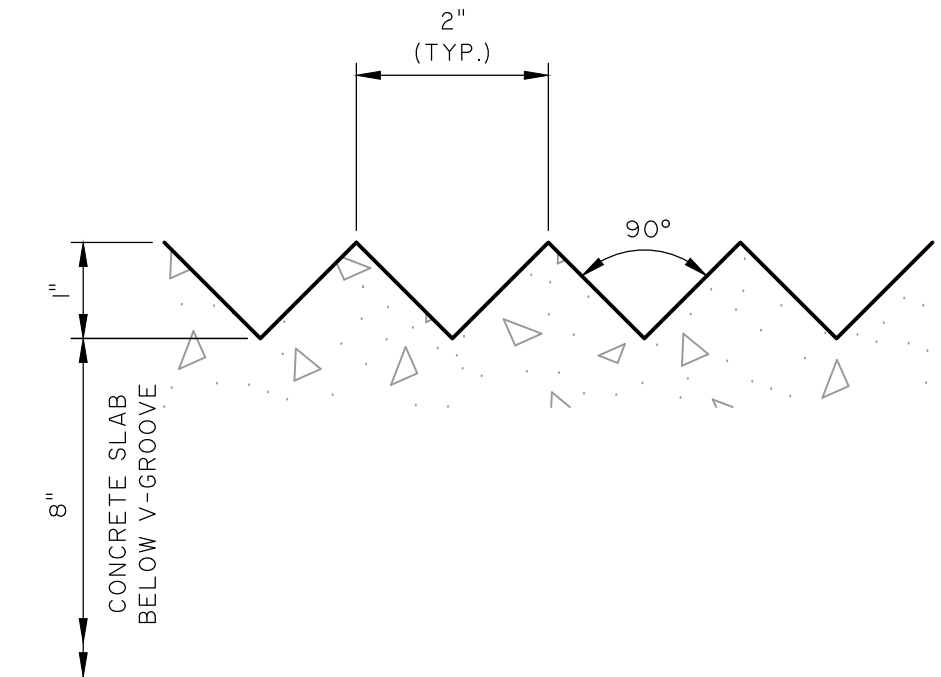
5 TOP OF BOAT RAMP SECTION
S3.3 3/8" = 1'-0"



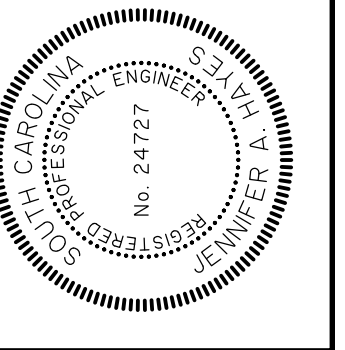
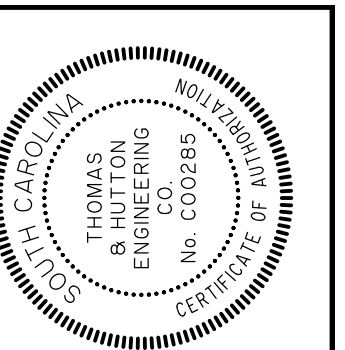
6 4" TRENCH DETAIL
S3.3 1" = 1'-0"



7 7" TRENCH DETAIL
S3.3 1" = 1'-0"



8 V-GROOVE DETAIL
S3.3 6" = 1'-0"



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OCONEE COUNTY PARKS & REC
SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
BOAT RAMP - DETAILS

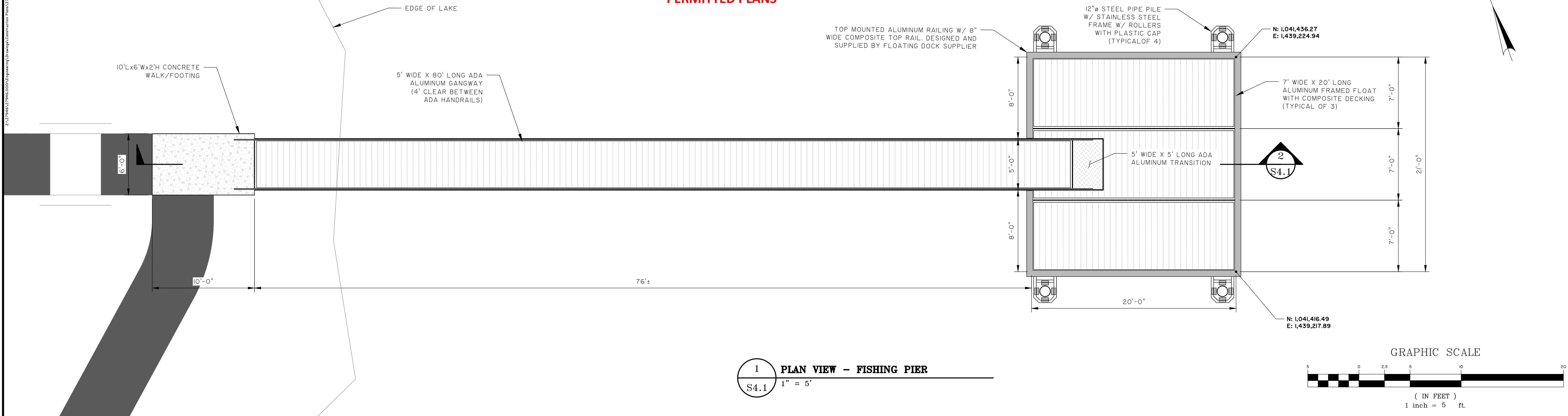
JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	RAS
DESIGNED:	JAH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

S3.3

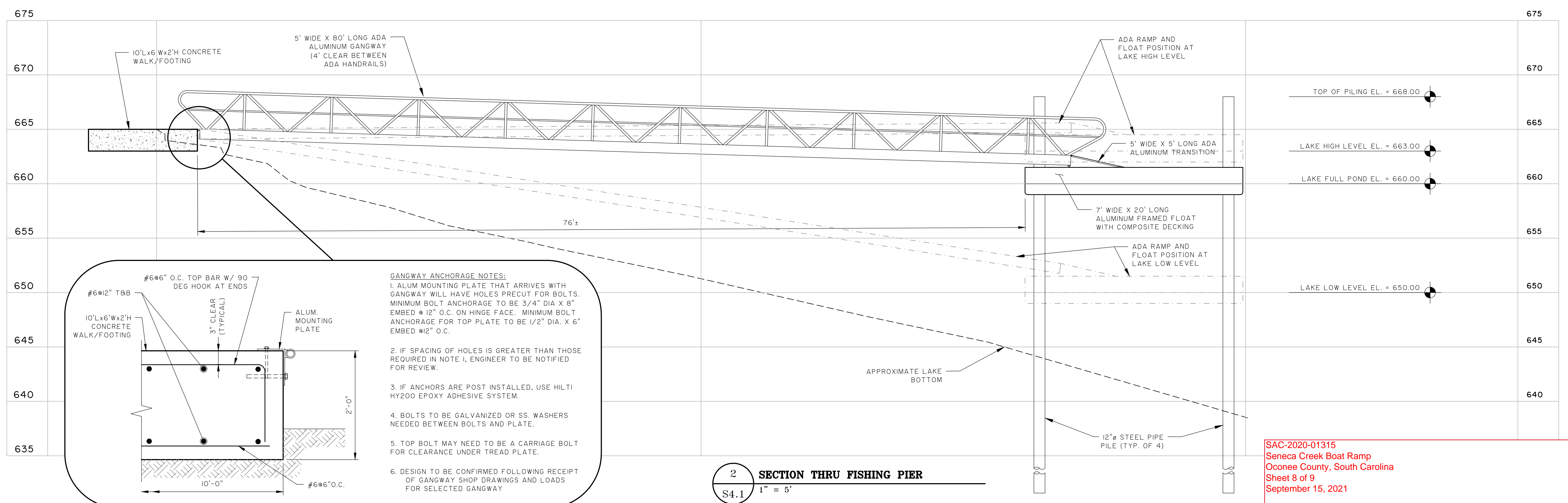
SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 7 of 9
September 15, 2021

21/27/2021 12:48:00 PM Engineering/Construction/Permit/27862001 - P. JH [BIRMINGHAM] - Mr. G. 2020 - 03/10/21 AM

PERMITTED PLANS

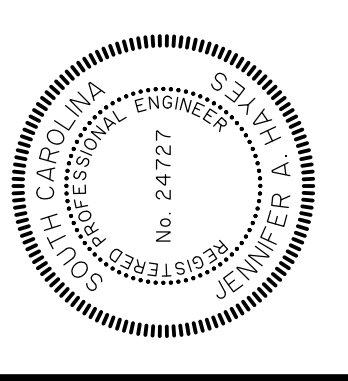
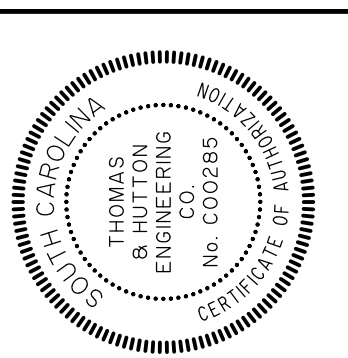


1 PLAN VIEW - FISHING PIER
S4.1 1" = 5'



2 SECTION THRU FISHING PIER
S4.1 1" = 5'

SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 8 of 9
September 15, 2021



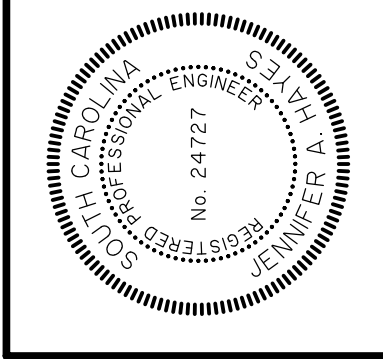
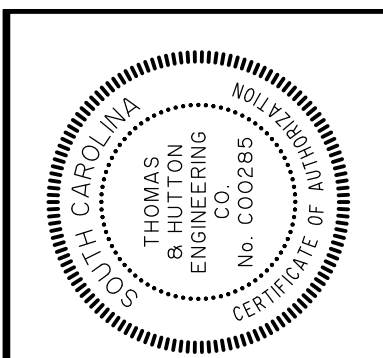
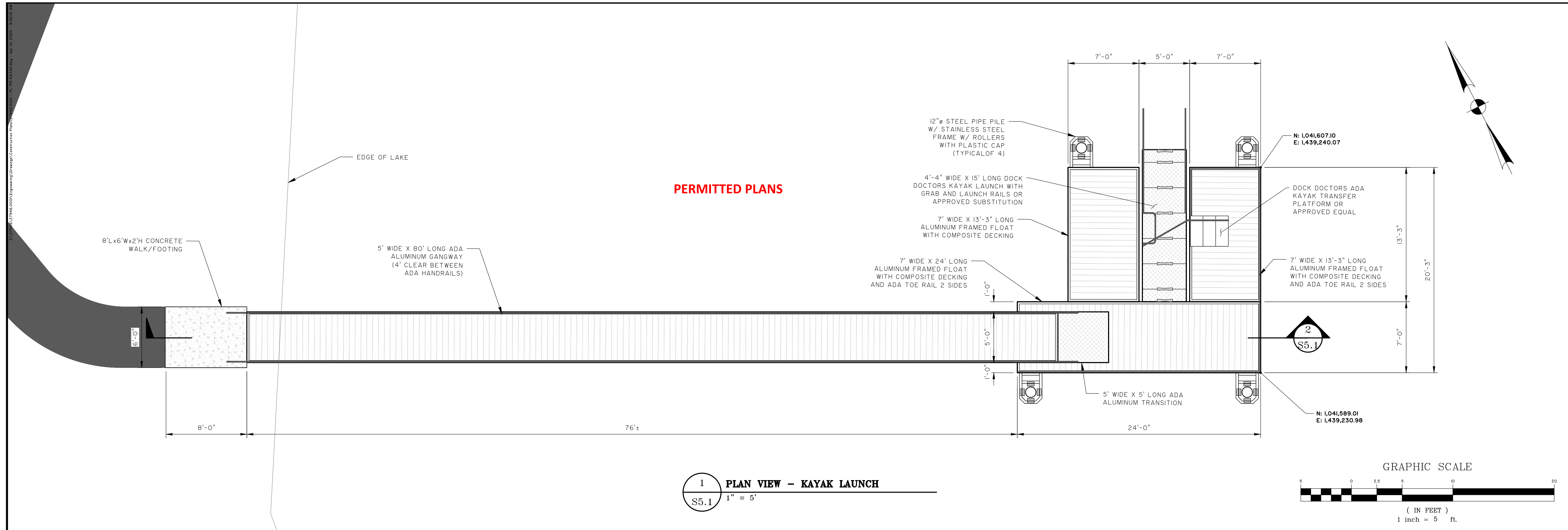
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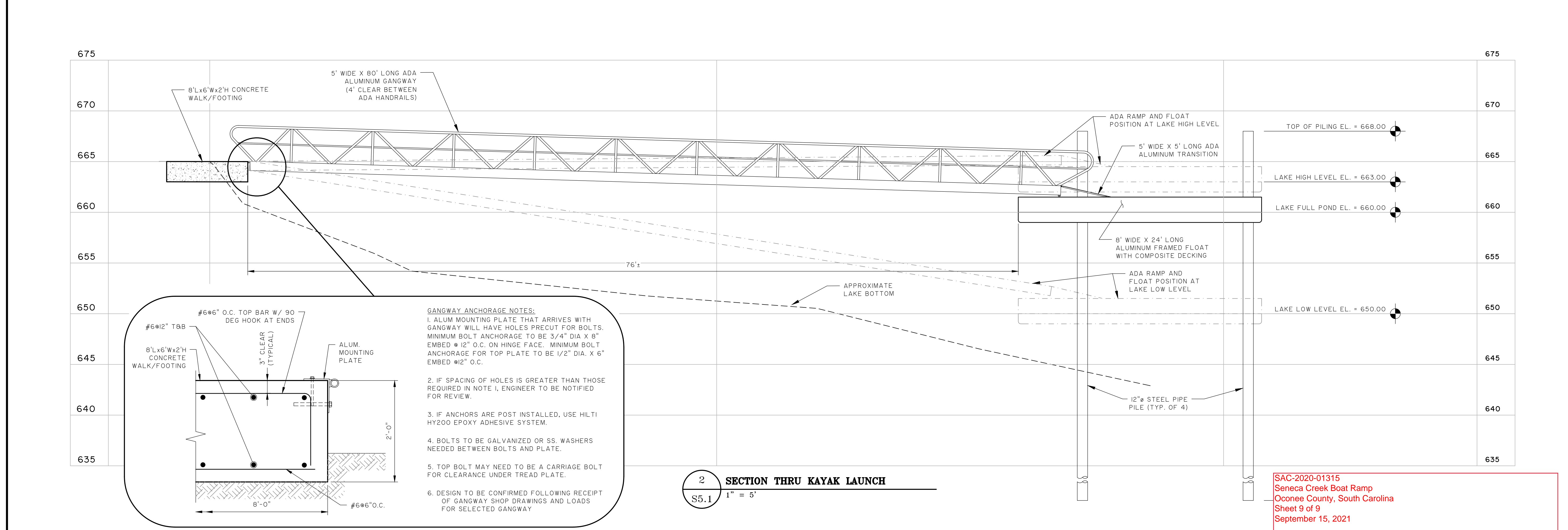
OCONEE COUNTY PARKS & REC
SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
FISHING PIER - PLAN AND PROFILE

JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	RAS
DESIGNED:	JAH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

S4.1



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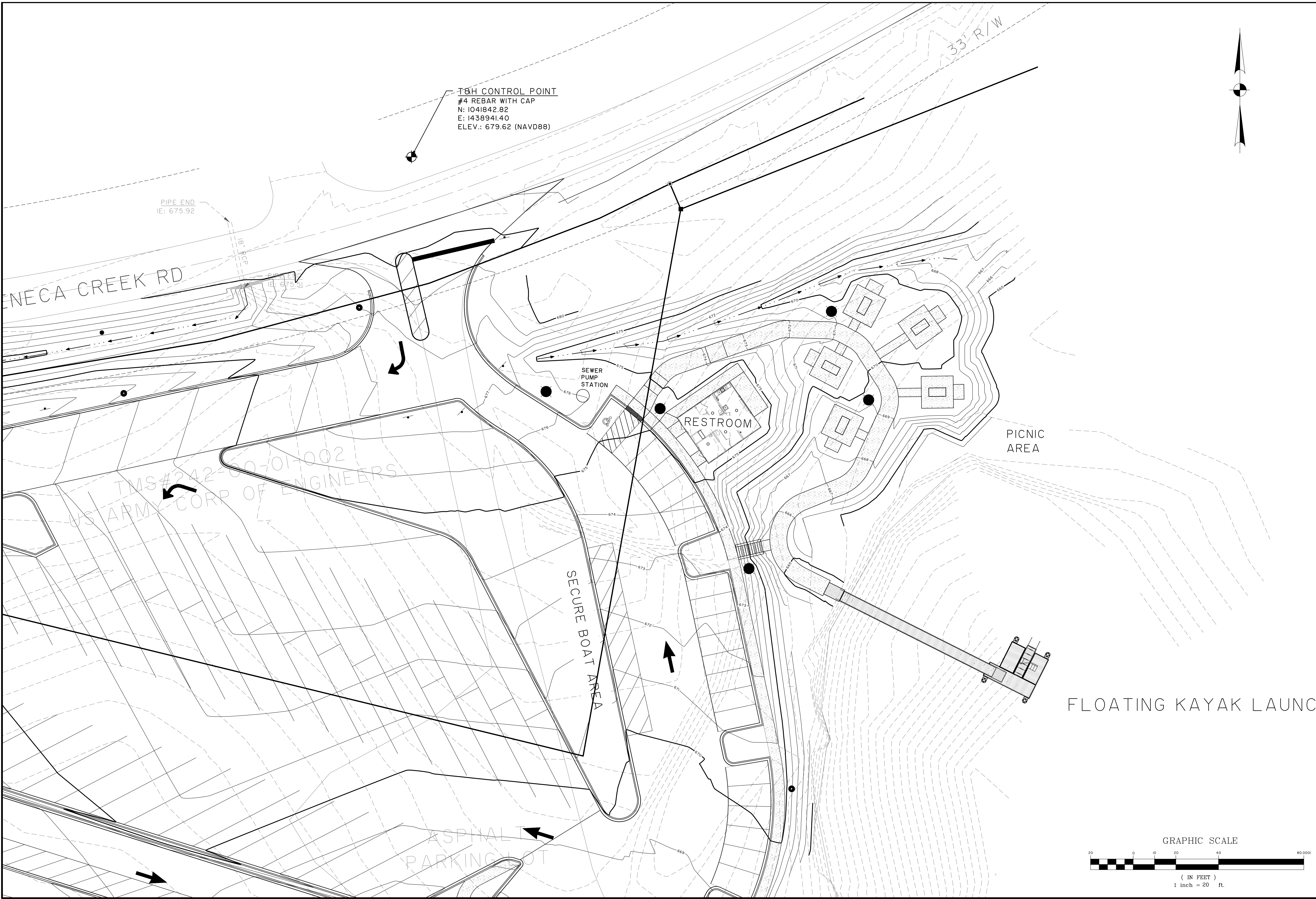
OCONEE COUNTY PARKS & REC
 SENECA, SOUTH CAROLINA
 SENECA CREEK ROAD BOAT RAMP
KAYAK LAUNCH - PLAN AND PROFILE

JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	JLS
DESIGNED:	JLH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

S5.1

SAC-2020-01315
 Seneca Creek Boat Ramp
 Oconee County, South Carolina
 Sheet 9 of 9
 September 15, 2021

Z:\1744417\1744417\DWG\1744417.DWG 2:17:00 PM 6/2/2022



T&H CONTROL POINT
 #4 REBAR WITH CAP
 N: 1041842.82
 E: 1438941.40
 ELEV.: 679.62 (NAVD88)

PIPE END
 IE: 675.92

PIPE END
 IE: 675.91

NECCA CREEK RD

TMS#242-50-01-002
 U.S. ARMY CORP OF ENGINEERS

SECURE BOAT AREA

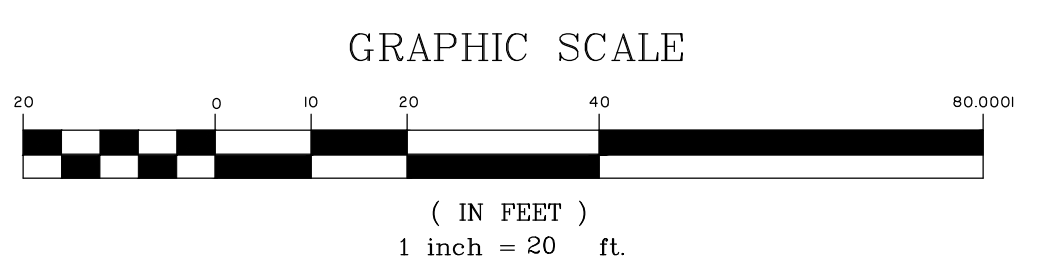
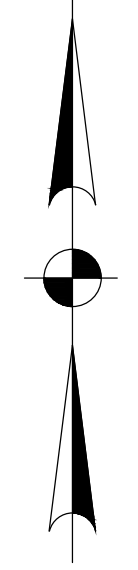
ASPHALT
 PARKING LOT

RESTROOM

PICNIC AREA

FLOATING KAYAK LAUNCH

33' R/W



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 ####
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JOB NO: J-####
 DATE: ####
 DRAWN: ####
 DESIGNED: ####
 REVIEWED: ####
 APPROVED: ####
 SCALE: 1" = 20'

####

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2022-14**

AN ORDINANCE GRANTING CERTAIN EASEMENT AND/OR ENCROACHMENT RIGHTS TO CORE SVA SENECA EDINBURG, LLC, OR ITS AFFILIATE, AT OR NEAR PROPERTY COMMONLY REFERRED TO AS THE PIER.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (“County”), is the holder of certain easement rights related to a development commonly referred to as The Pier;

WHEREAS, County obtained these easement rights by way of that certain Easement and Maintenance Agreement and Related Covenants (“Original Easement”), entered into by County and Pointe West, Inc. / Pointe West Development, Inc. (“Original Developers”);

WHEREAS, Core SVA Seneca Edinburg, LLC (“Core SVA”), a successor in interest to the Original Developers, desires to enter into an Amendment and Modification to Stormwater Easement (“Easement Modification Agreement”), a copy of which is attached hereto as Exhibit A, for purposes of modifying the Original Easement in order to facilitate future development by Core SVA;

WHEREAS, the form, terms, and provisions of the Easement Modification Agreement now before the Oconee County Council (“Council”) are acceptable to Council for the purpose of conveying the easement and encroachment rights sought by Core SVA; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Council hereby approves the terms and conditions of the Easement Modification Agreement.
2. The Administrator of the County (“Administrator”) shall be, and hereby is, authorized to execute and deliver the Easement Modification Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of the County Attorney, such Administrator's approval to be deemed given by her execution of the Easement Modification Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the subject easement and encroachment issues in a form and substance acceptable to the Administrator, on the advice of the County Attorney.
4. Should any portion of this ordinance be deemed unconstitutional or otherwise

unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

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

6. This ordinance shall take effect and be in full force from and after third reading and enactment by the Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 07, 2022
Second Reading: June 21, 2022
Third Reading: July 19, 2022
Public Hearing: July 19, 2022

EXHIBIT A

[Attached]

WHEREAS, Grantor has requested, and the County has agreed to, the relocation of a portion of the Drainage Easement Areas, all as more fully set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby acknowledge and agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Amendment to Drainage Easement Areas. The Parties agree that the Easement Agreement is hereby amended, in certain particulars only, to abandon those certain portions of the Drainage Easement Areas more particularly shown on Exhibit “B” attached hereto and incorporated herein, said areas being hereby permanently terminated and abandoned. The County acknowledges that any and all rights of the County to access or use such abandoned Drainage Easement Areas, as set forth in the Easement Agreement, are hereby terminated and of no further force or effect.

3. Grant of New Drainage Easement Areas. In addition to the grant and conveyance of the Easements over, across, above, beneath and through the Drainage Easement Areas as described in Section 1 of the Easement Agreement, Grantor, for itself, its successors and its assigns, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to the County, for the use and benefit of the County, its successors, assigns, employees, agents, invitees and any other persons whomsoever claiming under or through said parties, a perpetual easement (the “New Drainage Easement”), running with the land, over, across, above, beneath and through that portion of the Grantor Property that is depicted on Exhibit “C” attached hereto and incorporated herein (the “New Drainage Easement Area”), subject to the provisions hereinafter set forth, for the purpose of stormwater drainage and runoff thereon and thereunder and for the construction, installation, existence, repair, maintenance, removal and relocation of Public Improvements thereon or thereunder for use in the drainage or flowage of stormwater including, but not limited to, drainage pipes, drains and culverts. All references to the “Easements” in the Easement Agreement shall hereinafter include the New Drainage Easement in addition to the term’s continued reference to those easements otherwise defined and described in the Easement Agreement, but shall hereinafter exclude those specific easements terminated and abandoned in Section 2 of this Amendment. All references to the “Drainage Easement Areas” in the Easement Agreement shall hereinafter refer to the New Drainage Easement Area as well as to those portions of the Grantor Property affected by the Easements described in Section 1 of the Easement Agreement, but shall hereinafter exclude those specific areas terminated and abandoned in Section 2 of this Amendment.

4. Development of Grantor Property. The Grantor its successors and assigns will have full use of the surface area of the New Drainage Easement, provided, however, that neither Grantor nor its successors or assigns shall construct, build or place any building or portion thereof, within, above, below or over the surface of the New Drainage Easement. In addition,

Grantor reserves the non-exclusive right (including the right to grant such rights to private or public utility companies) to install, maintain, replace and repair utility facilities such as water, gas, electric and telecommunications lines, cables and fibers, additional storm and sanitary sewers, pipes and the like within the New Drainage Easement Area.

5. Installation and Maintenance. Grantor shall be responsible for installing all stormwater management facilities within the New Drainage Easement Area and shall thereafter be responsible to perform or have performed all maintenance of said stormwater facilities necessary for the stormwater facilities to function as hydraulically and hydrologically planned in accordance with the requirements of the Easement Agreement and all applicable statutes, ordinances, rules and regulations and/or as necessary to maintain stormwater storage and/or flow on, to, and from the Grantor Property.

6. Access by the County. The County shall only have access and use of the New Drainage Easement Area if Grantor fails to install or maintain the stormwater facilities within the New Drainage Easement Area so that the stormwater facilities will function as hydraulically and hydrologically planned in accordance with the requirements of the Easement Agreement and all applicable statutes, ordinances, rules and regulations and/or as necessary to maintain stormwater storage and/or flow on, to, and from the Grantor Property, in which event, the County, its successors, assigns, employees, agents, invitees and any other persons whomsoever claiming under or through said parties, will have the right, but not the obligation, to enter the Grantor Property to perform maintenance, repair, construction or reconstruction of the stormwater facilities necessary for the stormwater facilities to function as hydraulically and hydrologically planned in accordance with the requirements of the Easement Agreement and all applicable statutes, ordinances, rules and regulations and/or as necessary to maintain stormwater storage and/or flow on, to, and from the Grantor Property. The County further agrees to promptly repair or restore any portions of the Grantor Property that are disturbed by the County pursuant to such remedial or curative actions. Nothing in this Amendment gives the County the right to use, construct or maintain, or to require the construction or maintenance of, any improvements on the remaining portion of Grantor Property not subject to the New Drainage Easement or the Easement Agreement, as applicable.

7. Counterparts. This Amendment may be executed by the Parties hereto in separate counterparts, each of which when executed and delivered shall be an original but all such counterparts shall constitute but one and the same instrument.

8. Governing Law. This Amendment is executed and delivered in the State of South Carolina and shall in all respects be governed and construed in accordance with the laws of the State of South Carolina including all matters of construction, validity and performance.

9. Entire Agreement. This Amendment contains the entire agreement of the Parties hereto and may not be changed orally but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

10. Confirmation of Easement Agreement. Except for the abandonment of those

certain portions of the Drainage Easement Areas as set forth in Section 2 of this Amendment, the Parties acknowledge and agree that the Easement Agreement remains in full force and effect. The Easement Agreement, and all terms thereof, are hereby confirmed and ratified, including, without limitation, all covenants set forth in the Easement Agreement (including, without limitation, those covenants set forth in Section 4 of the Easement Agreement), and all indemnification and liability provisions (including, without limitation, those indemnification and liability provisions set forth in Section 11 of the Easement Agreement).

[Signature Pages to Follow]

DRAFT

IN WITNESS WHEREOF, the undersigned has executed this Amendment of the date first written above.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

GRANTOR:

CORE SVA SENECA EDINBURG, LLC,
a Delaware limited liability company

Print Name: _____
Witness #1

By: _____
Name: _____
Title: _____

Print Name: _____
Witness #2

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, the _____ of Core SVA Seneca Edinburg, LLC, a
Delaware limited liability company, on behalf of the company.

Notary Public for _____
Printed Name of Notary: _____
My commission expires: _____
[Affix Seal]

IN WITNESS WHEREOF, the undersigned has executed this Amendment of the date first written above.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

COUNTY:

OCONEE COUNTY,
a body politic and corporate and political
subdivision of the State of South Carolina

Print Name: _____
Witness #1

By: _____
Name: _____
Title: _____

Print Name: _____
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____,
2022 by _____, the _____ of Oconee County, a body politic and
corporate and political subdivision of the State of South Carolina, on behalf of the County.

Notary Public for _____
Printed Name of Notary: _____
My commission expires: _____
[Affix Seal]

Exhibit "A"

Legal Description of Grantor Property

All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, more particularly shown and designated as Revised Tract 11, containing 26.1 acres, more or less, shown on plat prepared by Nu-South Surveying, Inc., Earl B. O'Brien, RLS No. 10755 dated April 29, 2016 and of record in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book B545 Page 3-4; the metes and bounds, courses and distances as upon said plate appear being made a part hereof by reference thereto;

except therefrom that part of Revised Tract 11 included as Revised Tract 9 and shown on that certain plat prepared by Nu-South Surveying, Inc., Earl B. O'Brien, SCRLS No. 10755 dated December 18, 2017 and recorded the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book B626 at Page 4.

Exhibit "B"

Terminated and Abandoned Drainage Easement Area

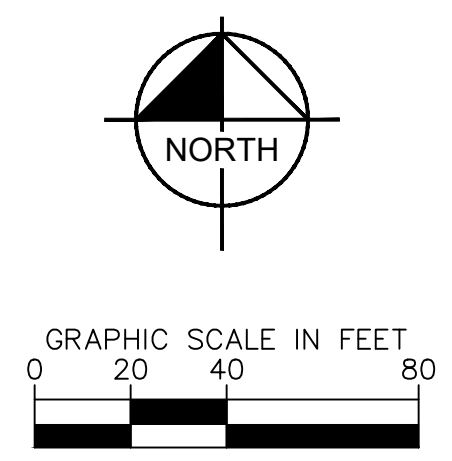
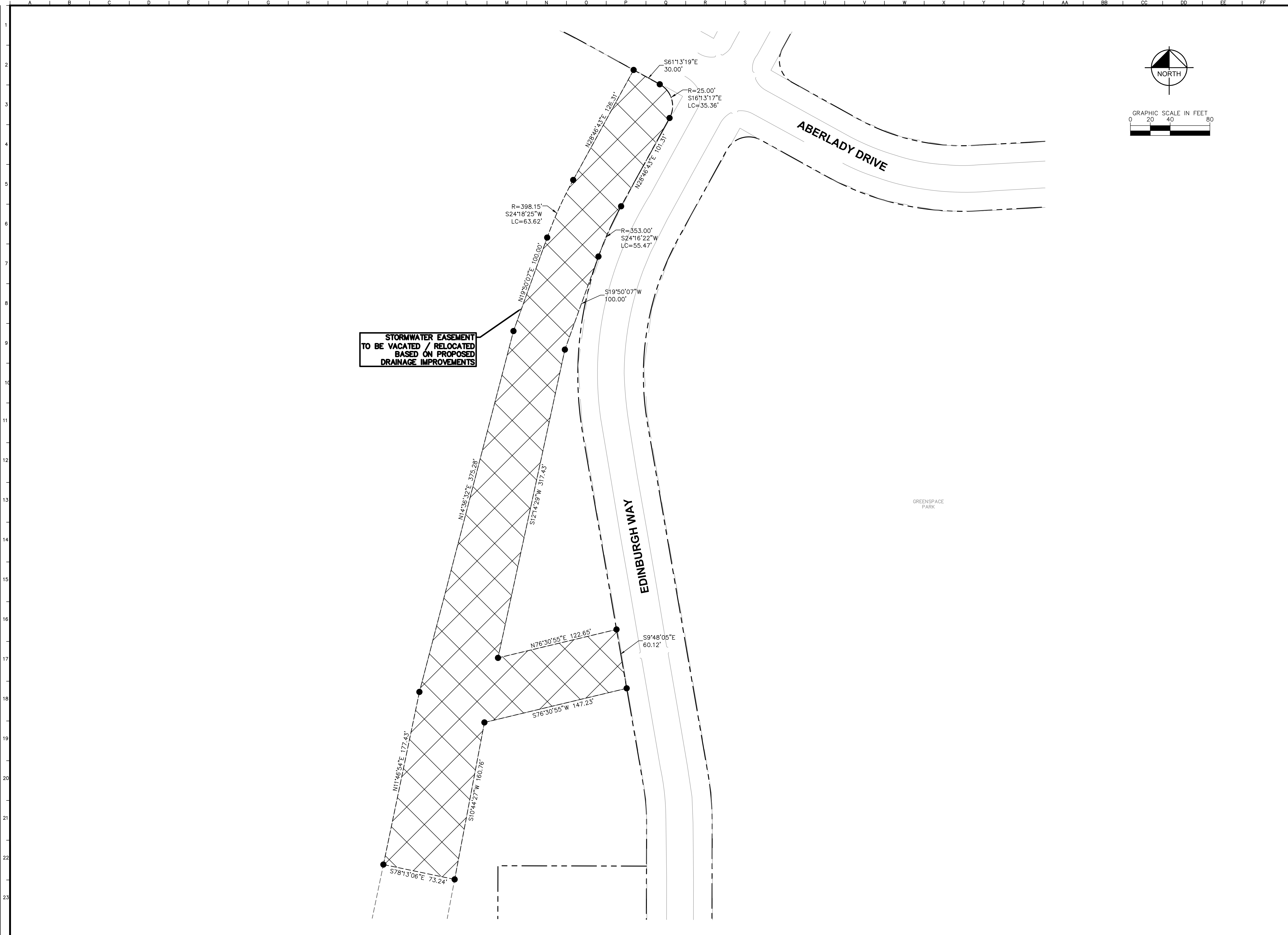
DRAFT

Exhibit "C"

Location of New Drainage Easement Area

DRAFT

Drawing name: C:\Users\minyoung.kim\appdata\local\temp\Acbublah_1464\2022-0705 Easement Exhibit.dwg EKH Jul 07, 2022 8:26am by: minyoung.kim
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



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SCALE:	AS NOTED	DESIGNED BY:	MYK		
		DRAWN BY:	MYK		
		CHECKED BY:	WAW		
<h2>ABANDONED EASEMENT EXHIBIT</h2>					
<h3>THE PIER AT CLEMSON - PH 7</h3> <p>ABERLADY DR & EDINBURGH WAY OCONEE COUNTY, SC</p>					
ORIGINAL ISSUE: 7/7/2022					
KHA PROJECT NO. 168770002					
SHEET NUMBER					
<h1>EX-B</h1>					

SC GRID (NAD 83)
(2011)

LEGAL DESCRIPTION (PROPOSED EASEMENT)

OUTER BOUNDARY

BEGINNING AT A 1/2" REBAR FOUND AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ABERLADY DRIVE AND EDINBURGH WAY; LABELED POINT OF BEGINNING #1;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 39.30', WITH A RADIUS OF 25.00', WITH A CHORD BEARING OF S 16°14'29" E, WITH A CHORD LENGTH OF 35.38', TO A CALCULATED POINT; THENCE S 28°45'31" W A DISTANCE OF 101.31' TO A CALCULATED POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 55.10', WITH A RADIUS OF 353.00', WITH A CHORD BEARING OF S 24°17'12" W, WITH A CHORD LENGTH OF 55.04', TO A CALCULATED POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 182.59', WITH A RADIUS OF 353.00', WITH A CHORD BEARING OF S 04°59'49" W, WITH A CHORD LENGTH OF 180.56', TO A 1/2" REBAR FOUND; THENCE S 09°49'17" E A DISTANCE OF 196.70' TO A CALCULATED POINT; THENCE S 09°49'17" S A DISTANCE OF 46.57' TO A CALCULATED POINT; THENCE S 80°16'09" W A DISTANCE OF 167.08' TO A CALCULATED POINT; THENCE S 09°49'18" E A DISTANCE OF 105.22' TO A CALCULATED POINT; THENCE S 25°49'45" W A DISTANCE OF 81.67' TO A CALCULATED POINT; THENCE N 75°48'33" W A DISTANCE OF 25.52' TO A CALCULATED POINT; THENCE N 25°49'45" E A DISTANCE OF 78.78' TO A CALCULATED POINT; THENCE N 09°49'18" W A DISTANCE OF 343.36' TO A CALCULATED POINT; THENCE N 04°21'39" W A DISTANCE OF 102.82' TO A CALCULATED POINT; THENCE N 07°58'16" E A DISTANCE OF 129.68' TO A CALCULATED POINT; THENCE N 21°48'00" E A DISTANCE OF 136.95' TO A CALCULATED POINT; THENCE N 80°27'14" E A DISTANCE OF 194.31' TO A CALCULATED POINT; THENCE S 61°14'32" E A DISTANCE OF 16.38' TO A 1/2" REBAR FOUND; WHICH IS THE POINT OF BEGINNING #1.

LEGAL DESCRIPTION (PROPOSED EASEMENT)

INNER BOUNDARY

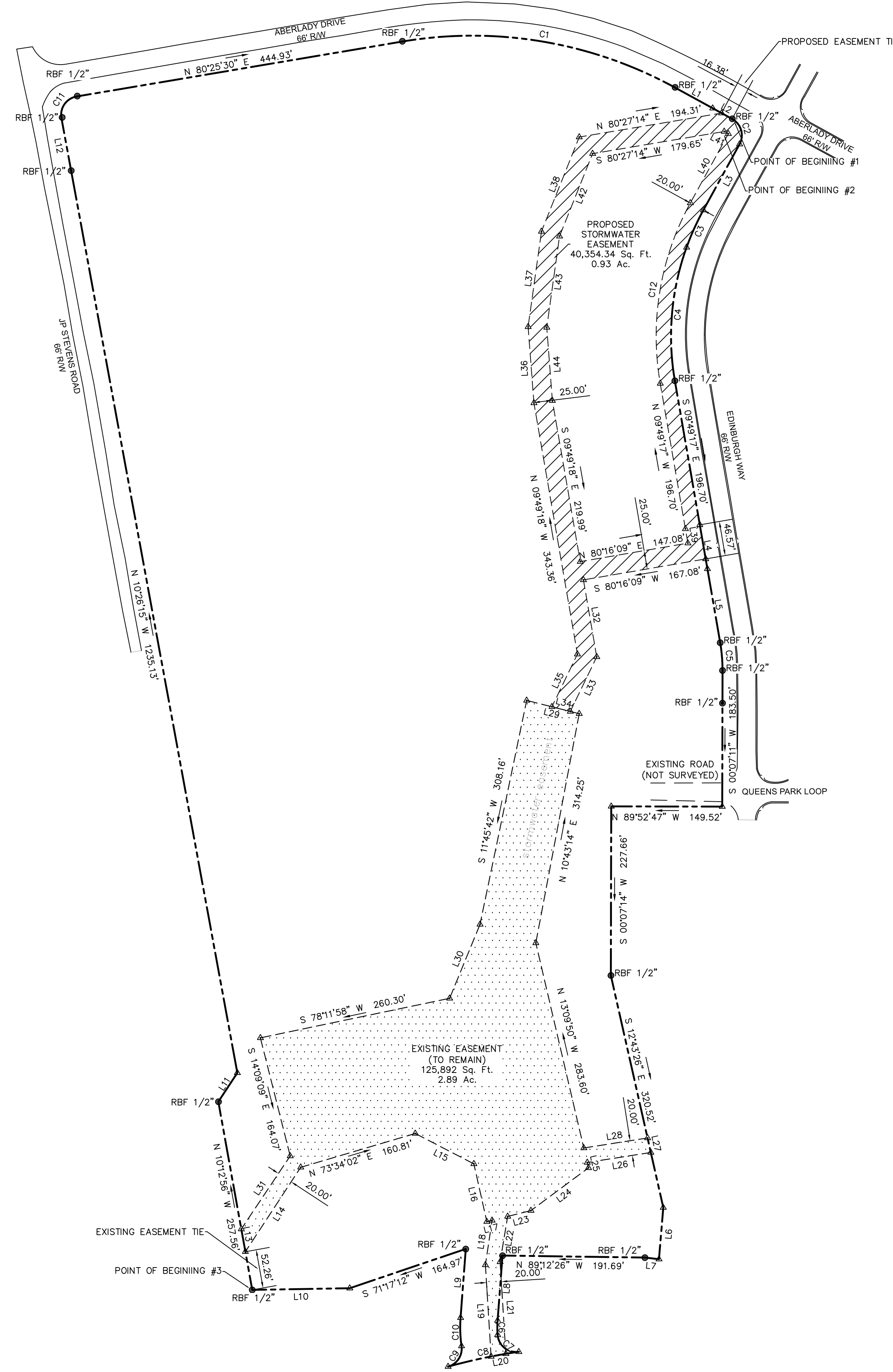
BEGINNING AT A CALCULATED POINT AT THE SOUTHWEST CORNER OF ABERLADY DRIVE AND EDINBURGH WAY; LABELED POINT OF BEGINNING #2;

THENCE S 80°27'14" W A DISTANCE OF 179.65' TO A CALCULATED POINT; THENCE S 21°48'00" W A DISTANCE OF 119.88' TO A CALCULATED POINT; THENCE S 07°58'16" W A DISTANCE OF 123.94' TO A CALCULATED POINT; THENCE S 04°21'39" E A DISTANCE OF 98.93' TO A CALCULATED POINT; THENCE S 09°49'18" E A DISTANCE OF 219.99' TO A CALCULATED POINT; THENCE N 80°16'09" E A DISTANCE OF 147.08' TO A CALCULATED POINT; THENCE N 09°49'18" W A DISTANCE OF 21.53' TO A CALCULATED POINT; THENCE N 09°49'17" W A DISTANCE OF 196.70' TO A CALCULATED POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 251.16', WITH A RADIUS OF 373.00', WITH A CHORD BEARING OF N 09°28'06" E, WITH A CHORD LENGTH OF 246.44', TO A CALCULATED POINT; THENCE N 28°45'30" E A DISTANCE OF 106.31' TO A CALCULATED POINT; THENCE N 61°14'33" W A DISTANCE OF 6.40' TO A CALCULATED POINT; WHICH IS THE POINT OF BEGINNING #2.

LEGAL DESCRIPTION (EXISTING EASEMENT)

BEGINNING APPROXIMATELY 52.26' NORTHWEST OF A 1/2" REBAR FOUND; LABELED POINT OF BEGINNING #3;

THENCE N 33°14'35" E A DISTANCE OF 135.94' TO A CALCULATED POINT; THENCE N 73°34'02" E A DISTANCE OF 160.81' TO A CALCULATED POINT; THENCE S 62°37'32" E A DISTANCE OF 88.87' TO A CALCULATED POINT; THENCE S 12°39'13" E A DISTANCE OF 79.82' TO A CALCULATED POINT; THENCE N 75°51'54" E A DISTANCE OF 7.24' TO A CALCULATED POINT; THENCE S 08°29'49" W A DISTANCE OF 60.67' TO A CALCULATED POINT; THENCE S 03°33'25" E A DISTANCE OF 123.57' TO A CALCULATED POINT; THENCE N 79°40'56" E A DISTANCE OF 20.14' TO A CALCULATED POINT; THENCE N 03°33'25" W A DISTANCE OF 124.09' TO A CALCULATED POINT; THENCE N 09°27'42" E A DISTANCE OF 62.02' TO A CALCULATED POINT; THENCE N 75°51'54" E A DISTANCE OF 32.27' TO A CALCULATED POINT; THENCE N 53°24'08" E A DISTANCE OF 96.59' TO A CALCULATED POINT; THENCE N 13°09'51" W A DISTANCE OF 7.38' TO A CALCULATED POINT; THENCE N 81°03'22" E A DISTANCE OF 86.70' TO A CALCULATED POINT; THENCE N 12°43'26" W A DISTANCE OF 20.04' TO A CALCULATED POINT; THENCE S 81°03'22" W A DISTANCE OF 86.95' TO A CALCULATED POINT; THENCE N 13°09'50" W A DISTANCE OF 283.60' TO A CALCULATED POINT; THENCE N 10°43'14" E A DISTANCE OF 314.25' TO A CALCULATED POINT; THENCE N 75°48'33" W A DISTANCE OF 73.02' TO A CALCULATED POINT; THENCE S 11°45'42" W A DISTANCE OF 308.16' TO A CALCULATED POINT; THENCE S 22°21'28" W A DISTANCE OF 107.63' TO A CALCULATED POINT; THENCE S 78°11'58" W A DISTANCE OF 260.30' TO A CALCULATED POINT; THENCE S 14°09'09" E A DISTANCE OF 164.07' TO A CALCULATED POINT; THENCE S 33°47'05" W A DISTANCE OF 118.39' TO A CALCULATED POINT; THENCE S 10°12'56" E A DISTANCE OF 31.02' TO A CALCULATED POINT; WHICH IS THE POINT OF BEGINNING #3. HAVING AN AREA OF 125892.7 SQUARE FEET, 2.890 ACRES

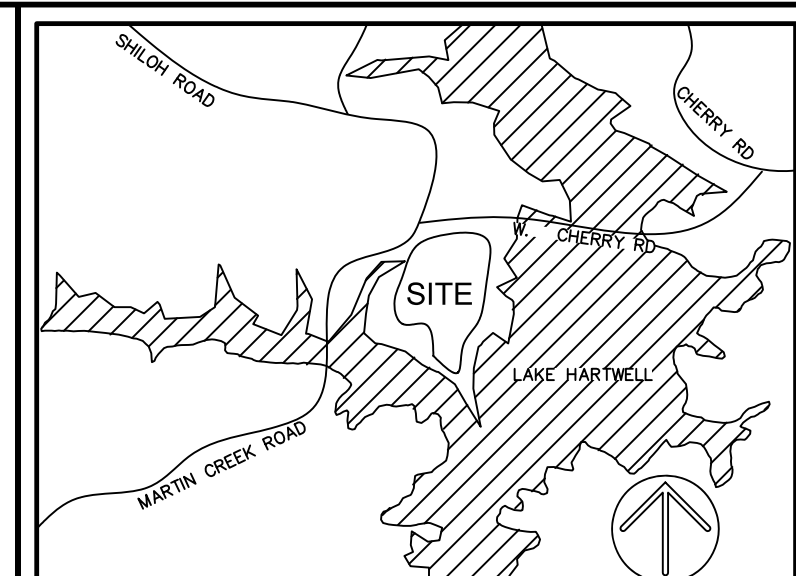


LINE TABLE

LABEL	BEARING	DISTANCE
L1	S 61°14'27" E	57.82
L2	S 61°14'32" E	30.00
L3	S 28°45'31" W	101.31
L4	S 09°49'17" E	60.12
L5	S 09°48'53" E	100.75
L6	S 04°59'15" W	69.76
L7	N 8°22'09" W	19.17
L8	S 04°20'04" W	87.72
L9	N 04°20'04" E	92.92
L10	S 89°00'58" W	131.29
L11	N 33°22'23" E	46.52
L12	N 10°26'15" W	72.28
L13	S 10°12'56" E	31.02
L14	N 33°14'35" E	135.94
L15	S 62°37'32" E	88.87
L16	S 12°39'13" E	79.82
L17	N 75°51'54" E	7.24
L18	S 08°29'49" W	60.67
L19	S 03°33'25" E	123.57
L20	N 79°40'56" E	20.14
L21	N 03°33'25" W	124.09
L22	N 09°27'42" E	62.02
L23	N 75°51'54" E	32.27
L24	N 53°24'08" E	96.59
L25	N 13°09'51" W	7.38
L26	N 81°03'22" E	86.70
L27	N 12°43'26" W	20.04
L28	S 81°03'22" E	86.95
L29	N 75°48'33" W	73.02
L30	S 22°21'28" W	107.63
L31	S 33°47'05" W	118.39
L32	S 09°49'18" E	105.22
L33	S 25°49'45" W	81.67
L34	N 75°48'33" W	25.52
L35	N 25°49'45" E	78.78
L36	N 04°21'39" W	102.82
L37	N 07°58'16" E	129.68
L38	N 21°48'00" E	136.95
L39	N 09°49'18" W	21.53
L40	N 28°45'30" E	106.31
L41	N 61°14'33" W	6.40
L42	S 21°48'00" W	119.88
L43	S 07°58'16" W	123.94
L44	S 04°21'39" E	98.93

CURVE TABLE

LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	567.00	379.36	372.32	S 80°24'30" E	38°20'03"
C2	25.00	39.30	35.38	S 16°14'29" E	90°04'48"
C3	353.00	55.10	55.04	S 24°17'12" W	8°56'34"
C4	353.00	182.59	180.56	S 04°59'49" W	29°38'10"
C5	217.00	37.66	37.61	S 04°51'02" E	9°56'34"
C6	125.00	19.36	19.34	S 03°08'04" E	8°52'25"
C7	25.00	40.89	36.48	S 12°33'52" E	93°42'21"
C8	775.00	97.33	97.27	S 78°08'47" W	7°11'45"
C9	25.00	36.11	33.05	N 33°01'55" E	82°45'09"
C10	175.00	38.30	38.22	N 01°56'05" W	12°32'18"
C11	25.00	39.65	35.62	N 34°59'35" E	90°51'40"
C12	373.00	251.16	246.44	N 09°28'06" E	38°34'48"



- VICINITY MAP NOT TO SCALE
- LEGEND
- CMF ■ CONC. MONUMENT FOUND
 - RBF ● IRON REBAR FOUND
 - Rbfd ● IRON REBAR FOUND DISTURBED
 - EXISTING DRAINAGE EASEMENT
 - PROPOSED DRAINAGE EASEMENT
 - ▲ CALC POINT - CORNER NOT SET

- NOTES
- THESE PARCELS APPEAR TO LIE IN FLOOD ZONE X, COMMUNITY 450157, MAP NUMBER 45073C0365C, EFFECTIVE 9/11/2009.
 - HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).
 - THE AREA INCLUDED IN THE STORM WATER EASEMENT SHALL NOT BE FILLED OVER, FILLED IN, OR CUT DOWN IN ANY MANNER WHICH WOULD CAUSE THE RAISING OR LOWERING OF THE GROUND GRADE LEVEL BEYOND THE ELEVATION(S) WHICH EXIST AT THE TIME OF THE CONVEYANCE OF THE EASEMENT AND NO BUILDING(S) OR STRUCTURE(S) OF ANY KIND EITHER TEMPORARY OR PERMANENT, SHALL AT ANY TIME BE PLACED OR CONSTRUCTED WITHIN THE AREA OF THE STORM WATER EASEMENT SHOWN.
 - THE PURPOSE OF THIS PLAT IS TO VACATE A PORTION OF AN EXISTING STORM WATER EASEMENT AND TO DEDICATE A NEW STORM WATER EASEMENT.

- REFERENCES
- PB: B499, PG. 8-9
 - PB: B545, PG. 3-4

PREPARED FOR:
CORE SPACES
A STORMWATER EASEMENT EXHIBIT
AT THE INTERSECTION OF
ABERLADY ROAD
& JP STEVENS ROAD
PARCEL ID No. 271-01-01-143

OCONEE COUNTY,
SOUTH CAROLINA
FIELD WORK: DG
FIELD CHECK: APH
DRAWN BY: 07-05-2022
SCALE: 1"=100'
PROJECT No.: GSP-2112
FILE:GSP-2112 STORM.DWG

ATLAS
SURVEYING, INC.
570 BROOKSHIRE RD, UNIT D
GREER, SC 29651
PHONE: (864) 655-5004
WEBSITE: WWW.ATLASSURVEYING.COM



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS AS SPECIFIED THEREIN.

Barry O. Bartholow
BARRY O. BARTHOLOW
S.C.P.L.S. No. 12231
NOT VALID UNLESS COMPIED WITH SEAL



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-16**

**AN ORDINANCE AMENDING THE OCONEE COUNTY
CONSERVATION BANK ORDINANCE, O.C. CODE
SECTIONS 2-398 THROUGH 2-409.**

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”);

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30 of the South Carolina Code of Laws, among other sources, to create boards and commissions for the betterment of the County;

WHEREAS, Sections 2-398 through 2-409 of the Code of Ordinances contains terms, provisions, and procedures applicable to the County Conservation Bank (the “Conservation Bank Ordinance”); and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County, and that there is a need to amend, specifically, the Conservation Bank 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 Conservation Bank Ordinance is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a copy of the Conservation Bank Ordinance that specifies the changes reflected in Exhibit A. Exhibit B is for illustrative purposes only and shall not be codified.

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

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

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 21, 2022
Second Reading: July 19, 2022
Third Reading: August 16, 2022
Public Hearing: August 16, 2022

EXHIBIT A

- CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 9. COUNTY CONSERVATION BANK

DIVISION 9. - COUNTY CONSERVATION BANK

Sec. 2-398. - Establishment of bank.

There is hereby established the Oconee County Conservation Bank in order to protect lands with significant natural, cultural, and/or historic resources in Oconee County that meet the criteria set forth in Section 2-403, by providing a financial incentive to willing landowners to convey either a conservation easement or fee simple title to Eligible recipients (as defined herein).

Sec. 2-399. - Definitions.

"Application" means application to participate in the program addressed by this ordinance, including its grants.

"Bank" or *"OCCB"* for purposes of this division means the Oconee County Conservation Bank.

"Board" means the governing board of the Bank.

"Conservation easement" means an interest in real property as defined by Chapter 8 of Title 27 South Carolina Code of Laws, the South Carolina Conservation Easement Act of 1991.

"Council" or *"County Council"* means Oconee County Council.

"County" means Oconee County, South Carolina.

"Eligible OCCB recipient" or *"Recipient"* means any of the following:

- (1) Oconee County;
- (2) A municipality in Oconee County;
- (3) An independent agency or commission in Oconee County whose mission directly relates to the conservation of lands and natural, cultural and historic resources;
- (4) A not-for-profit charitable corporation or trust authorized to do business in this state and organized and operated for natural resource conservation, land conservation, or historical preservation purposes, and having tax-exempt status as a public charity under the Internal Revenue Code of 1986, as amended, and having the power to acquire, hold, and maintain Interests in land for these purposes;
- (5) Federal, state, and local agencies organized and operated for natural resource protection, land conservation, or historical preservation purposes.

"Interests in lands" means fee simple titles to lands or Conservation easements on land.

"Land" means real property, including highlands and wetlands of any description.

Sec. 2-400. - Board.

- (a) The Bank will be governed by a seven-member Board ("Board") appointed by Oconee County Council in accordance with the following requirements and recommendations:
 - (1) Each Board member's primary residence shall be located in Oconee County; and

(2) At least one of the appointed Board members shall be from each of the County Council districts; and

(3) The Council shall endeavor to appoint but not require candidates to be appointed as follows:

- A Board member or executive officer of a charitable corporation or trust authorized to do business in this state that is one of the following: (i) actively engaged in the acquisition of Interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or (ii) is organized for historic or cultural preservation purposes; or (iii) is an organization that represents hunting, fishing, or outdoor recreation interests; and
- A Board member who is an owner of rural real property who is actively engaged in the management and operation of forestlands, farmlands, or wildlife habitat; and
- A Board member who is actively engaged in one of the following: (i) the real estate business; or (ii) the business of appraising forestland, farmland, or Conservation easements; or (iii) the business of banking, finance, or accounting; or (iv) a licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.
- To the extent possible, all appointed Board members should have a demonstrated background, experience, and interest in the conservation of lands with significant natural, cultural and/or historical resources.

(b) The initial terms of the at-large Board members shall be for two years, the terms of the Board members from County Council district numbers 1, 3 and 5 shall be for three years, and the terms for the Board members from County Council district numbers 2 and 4 shall be for four years. Thereafter, all terms shall be for four years. All members may be reappointed. Vacancies shall be filled for the unexpired portion of the term.

(c) Members shall serve without compensation, but may receive such mileage and per diem as may be authorized and appropriated by Oconee County Council. The Board shall elect a chair and other officers as the Board deems necessary. The Board shall adopt rules and procedures to conduct its meetings, consistent with those used by County Council.

(d) The Board is a public body and its members are hereby expressly subject to, among other applicable laws and regulations, the South Carolina Ethics Act, and the South Carolina Freedom of Information Act, as amended, and shall perform their duties in accordance with their provisions.

(e) The Board shall meet at least three times per year in regularly scheduled meetings and in special meetings as the chair may call, all open to the public (except for executive sessions when duly held in accordance with law). All meetings shall be conducted in accordance with the South Carolina Freedom of Information Act.

(f) The Board shall report to Council any member who, without adequate excuse such as documented illness, misses three consecutive meetings or a majority of meetings for any year.

Sec. 2-401. - Board duties and responsibilities.

(a) The Board is authorized to:

- (1) Award grants from the OCCB fund (defined herein) to Eligible OCCB recipients for the purchase of land or Interests in land that meet the criteria contained in Section 2-403; and
- (2) Apply for and receive funding for the OCCB fund, for the Bank, from federal, state, private and other sources, to be used as provided in this division; and
- (3) Receive charitable contributions and donations, including through endowment funding to the OCCB, to the OCCB fund, for the Bank, to be used as provided in this division; and
- (4) Receive contributions to the OCCB fund, for the Bank, in satisfaction of any public or private obligation for environmental mitigation or habitat conservation, whether such obligation arises out of law, equity,

-
- contract, regulation, administrative proceeding, or judicial proceeding. Such contributions shall be used as provided for in this division; and
- (5) To, upon approval by County Council, transfer OCCB funds to a conservation-related endowment, or similar entity or agreement, for the purposes stated herein.
- (b) To carry out its functions, the Bank shall:
- (1) Operate a program which includes:
 - a. Developing a ranking system for Applications for program participation, including grants, pursuant to the criteria contained in Section 2-403;
 - b. Receiving grant and participation Applications from Eligible OCCB recipients pursuant to Section 2-404;
 - c. Evaluating Applications from Eligible OCCB recipients for eligibility for grants and to participate in the program pursuant to Section 2-404;
 - d. Reviewing and ranking Applications from Eligible OCCB recipients for grants and to participate in the program pursuant to the ranking system;
 - e. Recommending the approval of certain Applications to County Council pursuant to Section 2-404;
 - (2) Establish additional guidelines and procedures, consistent with this division, as necessary to implement this division; and
 - (3) Submit an annual report to Oconee County Council concerning all matters addressed by this division.
- (c) The County Administrator is directed to provide administrative resources and support needed to operate and manage the OCCB, other than financial resources and support, to the extent possible, and within existing resources of the County. When and if deemed appropriate by the Board, the Board may seek County Council's approval to hire permanent staff, who will be County staff, reporting to the Administrator.
- (d) Operating expenses of the Bank may be paid out of the OCCB fund in accordance with Oconee County Policies and Procedures, and, as authorized and appropriated by County Council, provided such expenses shall not exceed ten percent of the total annual OCCB funding amount. Notwithstanding any other provision of this division, Oconee County tax dollars shall not be used for the operation or purposes of the Bank.

Sec. 2-402. - OCCB fund.

The Oconee County Treasurer shall establish an account separate and distinct from all other funds appropriated by County Council, called the Oconee County Conservation Bank Fund (the "OCCB fund"). The OCCB fund shall receive monies, awards, and assets from third parties, including but not limited to donors, the state, or from the County according to one or more funding measures approved by Oconee County Council. The Council acknowledges and agrees that County funding measures should be undertaken as soon as feasible, consistent with overall budget priorities of the County, in order to avoid escalating land costs and lost acquisition opportunities. The OCCB fund shall be used only for the purposes set forth herein. Funds donated to the OCCB by third parties shall not be re-directed by Council.

Sec. 2-403. - Criteria.

- (a) The Board shall use the following conservation criteria in developing a ranking system for Applications pursuant to Section 2-401(b)(1).
 - (1) Environmental sensitivity.
 - a. Presence of wetlands.

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- b. Frontage on USGS Blue Line Stream.
 - c. Water quality classification of such stream by the South Carolina Department of Health and Environmental Control.
 - d. Presence of threatened/endangered species.
 - e. Habitat suitable for threatened/endangered species.
 - f. Habitat suitable for native wildlife species.
 - g. Extent of biological diversity.
 - h. Presence of unique geological/natural features.
 - i. Plans for restoration
- (2) Percentage of property sharing a boundary with protected land.
 - (3) Historic/cultural features.
 - a. Contains feature designated on the National Historic Register.
 - b. Contains feature eligible for the National Historic Register.
 - c. Contains historic/prehistoric structures.
 - d. Contains historic/prehistoric site or location of a historic event.
 - (4) Percentage of property containing prime/statewide important soil types.
 - (5) Extent of active farming on property and extent proposed to be kept as wooded land or farmland.
 - (6) Extent of public visibility of property.
 - a. Visibility from public roads.
 - b. Visibility from public land.
 - (7) Scenic view from property or preservation of general scenic nature of that part of County.
 - (8) Extent of public access.
 - (9) Location of property.
 - (10) Threat of development.
 - (11) Size of property.
 - (12) Potential water quality impact on a wetland or water body that is not part of the property.
- (b) The Board shall use the following financial criteria in developing the ranking system for Applications for participation in the program and grants pursuant to Subsection 2-402(b)(1).
- (1) Funding percentage of appraised fee simple or Conservation easement value requested;
 - (2) Amount of applicable partnerships, matching contributions, management agreements, management leases, and similar collaborations among state agencies, federal agencies, Eligible OCCB recipients, and local governments, boards, and commissions;
 - (3) No matching funds or other contributions are required to receive grants from the OCCB fund. However, the commitment of such other funds shall be a factor considered by the Board in its evaluation and recommendation of the Applications.

Sec. 2-404. - Program and procedures.

- (a) *Application.*

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- (1) An Eligible OCCB recipient independently or in conjunction with the landowner may apply for a grant from the OCCB by submitting an Application in accordance with the rules and procedures established by the Board under and consistent with this division;
 - (2) Prior to the submission of its Application, the Eligible OCCB recipient must notify in writing the owner of the land that is the subject of the Application of the following:
 - a. That Interests in land purchased with OCCB funds result in a permanent conveyance of such Interests in land from the landowner to the Eligible OCCB recipient and its assigns; and
 - b. That it may be in the landowner's interest to retain independent legal counsel, perform appraisals, create surveys, and seek other professional advice; and

The Application must contain an affirmation that the notice requirement of this subsection has been met, and the commitment of the landowner to convey title to or an easement on the property if grant funds are approved for the property, all signed by the landowner and duly notarized by a notary public of the State of South Carolina.

- (3) At the time of the submission of its Application, the Eligible OCCB recipient must notify in writing all landowners adjacent to the property and all lessees of the property of the submission of its Application and informing the adjacent landowners and lessees that they have thirty (30) days from receipt of said notice to submit to the Board, in writing, their views in support of or in opposition to the Application.
- (4) In each Application, the Eligible OCCB recipient must provide information regarding how the proposal meets the criteria contained in Section 2-403.
- (5) For each grant Application the applicant shall specify:
 - a. The purpose of the Application;
 - b. How the Application satisfies the criteria contained in Section 2-403;
 - c. The uses to which the land will be put;
 - d. The party responsible for managing and maintaining the land; and
 - e. The parties responsible for enforcing any Conservation easement or other restrictions upon the land.
- (6) Where an Eligible OCCB recipient seeks an OCCB grant to acquire fee title to land, the Eligible OCCB recipient must demonstrate both the expertise and financial resources to manage the land for the purposes set forth in its Application. The Board shall require an Eligible OCCB recipient acquiring fee simple title to land to place a Conservation easement on such property.
- (7) Where an Eligible OCCB recipient seeks an OCCB grant to acquire a Conservation easement, the Eligible OCCB recipient must demonstrate both the expertise and financial resources to monitor and enforce the restrictions placed upon the land for the purposes set forth in its Application. The Board shall evaluate each proposal to determine the qualifications of the proposed managing party and to determine whether the proposed management is consistent with the purposes set forth in the Application.
- (8) The Board shall establish reasonable procedures and requirements to ensure that the personal information of Eligible OCCB recipients and landowners is protected as permitted by the South Carolina Freedom of Information Act.

(b) *Application review.*

- (1) The Board shall accept three rounds of Applications per calendar year in accordance with the following deadlines: April 1st, August 1st, and November 1st.

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- (2) The Board shall evaluate each Application according to the criteria contained in Section 2-403 of this division and recommend approval of Application and associated grants to County Council based on how well the proposals meet these criteria. The more criteria a proposal satisfies, the higher priority it shall be given.
 - (3) The Board shall evaluate each Application and submit recommendations to County Council within 90 days of each Application deadline referred to in Subsection (b)(1). The recommendation of an Application may be for full approval, partial approval or disapproval.
 - (4) In recommending the awarding of a grant from the OCCB fund, the Board shall set forth findings that indicate the items below. The Board may delegate to one of its members this duty to write a report summarizing the Board's findings and delivering it to Council:
 - a. How the Application meets the criteria set forth in Section 2-403;
 - b. The purpose of the award and the use to which the land will be put;
 - c. The party responsible for managing and maintaining the land;
 - d. The party responsible for monitoring and enforcing any Conservation easements or other restrictions upon the land;
 - e. How the parties designated in items c. and d. possess the expertise and financial resources to fulfill their obligations;
 - f. The availability of funds in the OCCB fund for the award;
 - g. Any other findings or information relevant to the award.
 - (5) County Council shall take action on the Board's recommendations within 30 days of the Board's submission thereof. The Council shall consider and vote on each recommendation individually. The Council shall accept the recommendation of the Board for the award of a grant unless (i) it is determined that there are not sufficient funds in the OCCB fund for the award or (ii) at least a majority of the Council members present and voting vote to reject the recommendation. If the Board's recommendation for the award of a grant is approved by Council, the award shall be made and the transaction closed in accordance with Subsection (c).
 - (6) The Board may only authorize grants to purchase Interests in lands at or below fair market value pursuant to a current (within twelve (12) months of grant approval by County Council), independent certified appraisal. The Board may accept a market analysis update covering the time period from the date of the original appraisal to the present in the form of a letter prepared and signed by the original appraiser. Said market analysis update letter must be submitted to the Board no later than thirty (30) days prior to the next scheduled Board meeting. The Board shall establish reasonable procedures and requirements to ensure the confidentiality of appraisals.
- (c) *Grant award.*
- (1) The Board shall notify the Eligible OCCB recipient of its recommendation and the action taken by County Council on the Application.
 - (2) If the Board recommends the Application in whole or in part and the recommendation is approved by County Council in accordance with Subsection (b)(5), the Eligible OCCB recipient shall have a period of four months from the date of the County Council's approval to decide whether to accept the award. At closing, the Eligible OCCB recipient shall execute and record a grant agreement or memorandum thereof, which shall be in a form approved by the Board. Said grant agreement shall include provisions for the indemnification and reimbursement of the OCCB for improperly used OCCB funds, or title issues or defects, perpetual monitoring and enforcement, and other actions pursuant to Section 2-405.
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- (3) The Eligible OCCB recipient shall submit the following documents to the Board prior to closing the transaction and the Board and the County Attorney or an attorney designated by the County Administrator on recommendation of the Board shall review and approve the documents before OCCB funds can be disbursed:
- a. A certified appraisal satisfying the requirements of Subsection 2-404(b)(6);
 - b. Final drafts of the:
 - i. Conservation easement and/or deed,
 - ii. settlement statement,
 - iii. title insurance commitment and exceptions,
 - iv. grant agreement required pursuant to Subsection 2-404(c)(4),
 - v. subordination agreement and any other documents that will be recorded at or after closing.
 - c. A Phase 1 environmental site assessment - In order to identify potential liability pursuant to applicable state or federal environmental laws or regulations, a certified Phase 1 environmental site assessment shall be conducted on lands before the disbursement of OCCB funds for the acquisition of any interest in such lands where the Application is for more than \$30,000 or ten percent of the appraised fair market value of either the Conservation easement or fee simple acquisition, whichever value is smaller. However, the Board shall have the discretion to require a Phase 1 environmental site assessment for Applications for grants of \$30,000 or less if it determines that the circumstances warrant an assessment. In the event that a Phase 1 environmental site assessment reveals issues of concern on or at the property, the Board may determine and require that follow-up by the Eligible OCCB recipient is necessary prior to the disbursement of OCCB funds.
- (4) Eligible OCCB recipients receiving monies from the OCCB fund shall retain all records of acquisition of Interests in land with OCCB funds including, but not limited to deeds, title documents, contracts, surveys, inventories, appraisals, title insurance policies, environmental assessments, Applications, and closing documents and provide copies of the executed settlement statement, title insurance commitment and exceptions, and all recorded documents showing the Register of Deeds time and date stamp to the OCCB.
- (5) The Board shall disburse OCCB funds to Eligible OCCB recipients and the closing shall occur after all applicable requirements of this section are fully satisfied, provided the closing shall take place no later than one year after the Eligible OCCB recipient and owner of the Interest in land decide to accept the award unless the Board, for good cause shown, extends the deadline for a period not to exceed six months.
- (6) No later than sixty (60) days after the day of closing, the OCCB grant recipient shall submit a report to the Board describing how the OCCB grant funds were distributed or used and the status of the project. The report shall include supporting documentation, such as the closing settlement statement, disbursement statement, and the recorded Conservation easement or deed.

Sec. 2-405. Use of funds.

- (a) Only Eligible OCCB recipients may acquire Interests in lands with OCCB funds.
 - (b) The Bank may purchase an Interest in land on behalf of Oconee County subject to the criteria contained in Section 2-403.
 - (c) OCCB funds shall be used only by Eligible OCCB recipients for the acquisition of Interests in land, including closing costs. "Closing costs" shall include recording fees, deed transfer or documentary stamp fees, the costs
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of performing the work and providing the documentation required under Subsection 2-404(c)(3), attorney's fees, and the cost of obtaining surveys or an updated market analysis pursuant to Subsection 2-404(b)(6). The Board shall have the discretion to allow the OCCB funds to be used solely for closing costs after considering the amount of the award, the value of the project, the amount of the closing costs, or other factors. In the event that OCCB determines that OCCB funds were spent for purposes other than those listed in this subsection or the grant agreement, the Eligible OCCB recipient or landowner shall reimburse the OCCB in the amount of the improperly used funds, plus interest.

- (d) All Interests in land acquired with OCCB funds shall be held by the Eligible OCCB recipient approved by the Board to acquire the Interest in land; except that an Interest in land obtained with OCCB funds may be assigned from one Eligible OCCB recipient to another upon approval of the Board by majority vote. In the event that there is a mortgage on any property interest protected through the use of OCCB funds, the Eligible OCCB recipient and landowner, if any, shall notify and inform the mortgagee or debtholder that the mortgage will be subordinate to the Conservation easement or conservation provisions in the deed. The Eligible OCCB recipient shall provide the OCCB with a copy of the notice and information to the mortgagee.
- (e) The owner of the fee simple title to property for which a Conservation easement was purchased with OCCB funds, whether the original owner that conveyed the Conservation easement or a successor-in-interest, may reacquire and terminate or extinguish the Conservation easement, whether in whole or in part, only by complying with all of the following: (i) proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control such as through eminent domain; (ii) obtaining unanimous approval by the OCCB Board; (iii) obtaining unanimous approval by County Council; (iv) obtaining approval by the Oconee County Court of Common Pleas; and (v) making payment in cash to the OCCB fund of whichever is higher of the amount of the grant or its equivalent percent of the current conservation value. Equivalent percent means the ratio of the grant to the original conservation value, as determined by a certified appraisal paid for by the owner of fee simple title to the property.
- (f) If an Eligible OCCB recipient acquires fee simple title to land for conservation and/or historic purposes with OCCB funds, that land may not be sold, transferred, assigned, alienated, or converted to a use other than the use set forth in the grant award except by complying with all of the following: (i) proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control, such as through eminent domain; (ii) obtaining unanimous approval by the OCCB Board; (iii) obtaining unanimous approval by the County Council; (iv) obtaining approval by the Oconee County Court of Common Pleas; and (v) making payment in cash to the OCCB fund of whichever is higher of the amount of the grant or its equivalent percent of the current conservation value. Equivalent percent means the ratio of the grant to the original conservation value, as determined by a certified appraisal paid for by the Eligible OCCB recipient.
- (g) If any Interests in lands that have been acquired by an Eligible OCCB recipient with OCCB funds are extinguished, terminated, sold, transferred, assigned, alienated, or converted pursuant to Subsections (e) and (f), the Eligible OCCB recipient extinguishing, selling, transferring, assigning, alienating, or converting the Interests in land shall replace them with the Interests in land of substantially equal current fair market value, with any excess from the sale of the prior Interests being used by contribution to the OCCB fund. The replacement land shall have the same or greater significance when evaluated under the criteria set forth in Section 2-403. The Board shall verify that suitable replacement Interests in lands have been identified and will be obtained before authorizing that any interest in land purchased with OCCB funds be extinguished, sold, transferred, assigned, alienated, or conveyed. Where replacement in whole or in part is impossible, funds realized which are not used for replacement Interests in land must be credited to the OCCB fund. Where funding for an original acquisition was from multiple sources, funds realized must be credited to the OCCB fund under this section in proportion equal to the contribution that OCCB funds made to the original acquisition.

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- (h) The Eligible OCCB recipient or landowner shall notify the Board in the event that a claim against the title to the property has been made.
 - (i) In the event that the title to the protected property interest is invalidated or otherwise found to be deficient, the Board shall be reimbursed by the Eligible OCCB recipient and/or landowner in an amount up to the amount of the award approved by County Council and disbursed to the Eligible OCCB recipient.
 - (j) In the event that there is no Conservation easement on a property funded by the OCCB, the County Administrator shall be responsible for ensuring that landowner complies with the ordinance and for enforcing the provisions of the ordinance. The grant agreement shall specify that the County shall be able to access the property for monitoring and/or enforcement purposes in perpetuity.

Sec. 2-406. - Eminent domain or condemnation proceedings.

OCCB funds may not be used to acquire Interests in lands or other interests in real property through the exercise of any power of eminent domain or condemnation proceedings.

Sec. 2-407. - Recreational and economic use.

The provisions of this division shall not be construed to eliminate or unreasonably restrict hunting, fishing, farming, forestry, timber management, or wildlife habitat management, as regulated by the law of this state, upon lands for which Interests in lands are obtained pursuant to this division. These and other traditional and compatible activities may be conducted, where appropriate, upon lands protected with OCCB funds.

Sec. 2-408. - Conservation easements.

When OCCB funds are used to purchase a Conservation easement on land, the Conservation easement shall be the controlling legal document regarding what is and what is not permitted upon the land, how the land will be protected, and what rights are vested with the Eligible OCCB recipient and its assigns which holds the Conservation easement. If any inconsistencies or ambiguities arise between the provisions of this ordinance and the terms and conditions of the Conservation easement purchased with OCCB funds, the terms and conditions of the Conservation easement shall prevail. The Eligible OCCB recipient shall have sole responsibility for monitoring the property subject to the Conservation easement and for enforcing the terms and conditions thereof.

Sec. 2-409. Historic properties.

The Board may authorize up to ten percent of the annual OCCB appropriation to acquire Interests in land that qualify solely as a historic or cultural feature according to the criteria contained in Section 2-403.

EXHIBIT B

- CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 9. COUNTY CONSERVATION BANK

DIVISION 9. - COUNTY CONSERVATION BANK

Sec. 2-398. - Establishment of bank.

There is hereby established the Oconee County Conservation Bank in order to protect lands with significant natural, cultural, and/or historic resources in Oconee County that meet the criteria set forth in Section 2-403, by providing a financial incentive to willing landowners to convey either a conservation easement or fee simple title to Eligible recipients (as defined herein).

Sec. 2-399. - Definitions.¹

"Application" means application to participate in the program addressed by this ordinance, including its grants.

"Bank" or *"OCCB"* for purposes of this division means the Oconee County Conservation Bank.

"Board" means the governing board of the Bank.

"Conservation easement" means an interest in real property as defined by Chapter 8 of Title 27 South Carolina Code of Laws, the South Carolina Conservation Easement Act of 1991.

"Council" or *"County Council"* means Oconee County Council.

"County" means Oconee County, South Carolina.

"Eligible OCCB recipient" or *"Recipient"* means any of the following:

- (1) Oconee County;
- (2) A municipality in Oconee County;
- (3) An independent agency or commission in Oconee County whose mission directly relates to the conservation of lands and natural, cultural and historic resources;
- (4) A not-for-profit charitable corporation or trust authorized to do business in this state and organized and operated for natural resource conservation, land conservation, or historical preservation purposes, and having tax-exempt status as a public charity under the Internal Revenue Code of 1986, as amended, and having the power to acquire, hold, and maintain Interests in land for these purposes;
- (5) Federal, state, and local agencies organized and operated for natural resource protection, land conservation, or historical preservation purposes.

"Interests in lands" means fee simple titles to lands or Conservation easements on land.

¹Note: Excepting the term "land," all defined terms in Section 2-399 have been capitalized throughout this amendment.

“Land” means real property, including highlands and wetlands of any description.

Sec. 2-400. - Board.

- (a) The Bank will be governed by a seven-member Board ("Board") appointed by Oconee County Council in accordance with the following requirements and recommendations:
- (1) Each Board member's primary residence shall be located in Oconee County; and
 - (2) At least one of the appointed Board members shall be from each of the County Council districts; and
 - (3) The Council shall endeavor to appoint but not require candidates to be appointed as follows:
 - A Board member or executive officer of a charitable corporation or trust authorized to do business in this state that is one of the following: (i) actively engaged in the acquisition of interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or (ii) is organized for historic or cultural preservation purposes; or (iii) is an organization that represents hunting, fishing, or outdoor recreation interests; and
 - ~~(i) — Actively engaged in the acquisition of interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or~~
 - ~~(ii) — Is organized for historic or cultural preservation purposes; or~~
 - ~~(iii) — Is an organization that represents hunting, fishing or outdoor recreation interests; and~~
 - A Board member who is an owner of rural real property who is actively engaged in the management and operation of forestlands, farmlands, or wildlife habitat; and
 - A Board member who is actively engaged in one of the following: (i) the real estate business; or (ii) the business of appraising forestland, farmland, or Conservation easements; or (iii) the business of banking, finance, or accounting; or (iv) a licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.
 - ~~(i) — The real estate business; or~~
 - ~~(ii) — The business of appraising forestland, farmland, or conservation easements; or~~
 - ~~(iii) — The business of banking, finance or accounting; or~~
 - ~~(iv) — A licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.~~
 - To the extent possible, all appointed Board members should have a demonstrated background, experience, and interest in the conservation of lands with significant natural, cultural and/or historical resources.
- (b) The initial terms of the at-large Board members shall be for two years, the terms of the Board members from County Council district numbers 1, 3 and 5 shall be for three years, and the terms for the Board members from County Council district numbers 2 and 4 shall be for four years. Thereafter, all terms shall be for four years. All members may be reappointed. Vacancies shall be filled for the unexpired portion of the term.
- (c) Members shall serve without compensation, but may receive such mileage and per diem as may be authorized and appropriated by Oconee County Council. The Board shall elect a chair and other officers as the Board deems necessary. The Board shall adopt rules and procedures to conduct its meetings, consistent with those used by County Council.
- (d) The Board is a public body and its members are hereby expressly subject to, among other applicable laws and regulations, the South Carolina Ethics Act, and the South Carolina Freedom of Information Act, as amended, and shall perform their duties in accordance with their provisions.
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- (e) The Board shall meet at least three times per year in regularly scheduled meetings and in special meetings as the chair may call, all open to the public (except for executive sessions when duly held in accordance with law). All meetings shall be conducted in accordance with the South Carolina Freedom of Information Act.
 - (f) The Board shall report to Council any member who, without adequate excuse such as documented illness, misses three consecutive meetings or a majority of meetings for any year.

Sec. 2-401. - Board duties and responsibilities.

- (a) The Board is authorized to:
 - (1) Award grants from the OCCB fund (defined herein) to Eligible OCCB recipients for the purchase of land or interests in land that meet the criteria contained in Section 2-403; and
 - (2) Apply for and receive funding for the OCCB fund, for the Bank, from federal, state, private and other sources, to be used as provided in this division; and
 - (3) Receive charitable contributions and donations, [including through endowment funding to the OCCB](#), to the OCCB fund, for the Bank, to be used as provided in this division; and
 - (4) Receive contributions to the OCCB fund, for the Bank, in satisfaction of any public or private obligation for environmental mitigation or habitat conservation, whether such obligation arises out of law, equity, contract, regulation, administrative proceeding, or judicial proceeding. Such contributions shall be used as provided for in this division; [- and](#)
 - (5) [To, upon approval by County Council, transfer OCCB funds to a conservation-related endowment, or similar entity or agreement, for the purposes stated herein.](#)
 - (b) To carry out its functions, the Bank shall:
 - (1) Operate a program which includes:
 - a. Developing a ranking system for Applications for program participation, including grants, pursuant to the criteria contained in Section 2-403;
 - b. Receiving grant and participation Applications from Eligible OCCB recipients pursuant to Section 2-404;
 - c. Evaluating Applications from Eligible OCCB recipients for eligibility for grants and to participate in the program pursuant to Section 2-404;
 - d. Reviewing and ranking Applications from Eligible OCCB recipients for grants and to participate in the program pursuant to the ranking system;
 - e. Recommending the approval of certain Applications to County Council pursuant to Section 2-404;
 - (2) Establish additional guidelines and procedures, consistent with this division, as necessary to implement this division; and
 - (3) Submit an annual report to Oconee County Council concerning all matters addressed by this division.
 - (c) The County Administrator is directed to provide administrative resources and support needed to operate and manage the OCCB, other than financial resources and support, to the extent possible, and within existing resources of the County. When and if deemed appropriate by the Board, the Board may seek County Council's approval to hire permanent staff, who will be County staff, reporting to the Administrator.
 - (d) Operating expenses of the Bank may be paid out of the OCCB fund in accordance with Oconee County Policies and Procedures, and, as authorized and appropriated by County Council, provided such expenses shall not exceed ten percent of the total annual OCCB funding amount. Notwithstanding any other provision of this division, Oconee County tax dollars shall not be used for the operation or purposes of the Bank.
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Sec. 2-402. - OCCB fund.

The Oconee County Treasurer shall establish an account separate and distinct from all other funds appropriated by County Council, called the Oconee County Conservation Bank Fund (the "OCCB fund"). The OCCB fund shall ~~receive revenues as noted herein, and receive monies, awards, and assets from third parties, including but not limited to donors, the state, or~~ from the County according to one or more funding measures approved by Oconee County Council. The Council acknowledges and agrees that County funding measures should be undertaken as soon as feasible, consistent with overall budget priorities of the County, in order to avoid escalating land costs and lost acquisition opportunities. The OCCB fund shall be used only for the purposes set forth herein. Funds donated to the OCCB by third parties shall not be re-directed by Council.

Sec. 2-403. - Criteria.

- (a) The Board shall use the following conservation criteria in developing a ranking system for Applications pursuant to Section 2-401(b)(1).
- (1) Environmental sensitivity.
 - a. Presence of wetlands.
 - b. Frontage on USGS Blue Line Stream.
 - c. Water quality classification of such stream by the South Carolina Department of Health and Environmental Control.
 - d. Presence of threatened/endangered species.
 - e. Habitat suitable for threatened/endangered species.
 - f. Habitat suitable for native wildlife species.
 - g. Extent of biological diversity.
 - h. Presence of unique geological/natural features.
 - i. Plans for restoration
 - (2) Percentage of property sharing a boundary with protected land.
 - (3) Historic/cultural features.
 - a. Contains feature designated on the National Historic Register.
 - b. Contains feature eligible for the National Historic Register.
 - c. Contains historic/prehistoric structures.
 - d. Contains historic/prehistoric site or location of a historic event.
 - (4) Percentage of property containing prime/statewide important soil types.
 - (5) Extent of active farming on property and extent proposed to be kept as wooded land or farmland.
 - (6) Extent of public visibility of property.
 - a. Visibility from public roads.
 - b. Visibility from public land.
 - (7) Scenic view from property or preservation of general scenic nature of that part of County.
 - (8) Extent of public access.
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- (9) Location of property.
 - (10) Threat of development.
 - (11) Size of property.
 - (12) Potential ~~impact on~~ water quality ~~in wetlands~~ impact on a wetland or water ~~bodies~~ body that is not ~~on~~ part of the property.
- (b) The Board shall use the following financial criteria in developing the ranking system for Applications for participation in the program and grants pursuant to Subsection 2-402(b)(1).
- (1) Funding percentage of appraised fee simple or Conservation easement value requested;
 - (2) Amount of applicable partnerships, matching contributions, management agreements, management leases, and similar collaborations among state agencies, federal agencies, Eligible OCCB recipients, and local governments, boards, and commissions;
 - (3) No matching funds or other contributions are required to receive grants from the OCCB fund. However, the commitment of such other funds shall be a factor considered by the Board in its evaluation and recommendation of the Applications.

Sec. 2-404. - Program and procedures.

(a) *Application.*

- (1) An Eligible OCCB recipient independently or in conjunction with the landowner may apply for a grant from the OCCB by submitting an Application in accordance with the rules and procedures established by the Board under and consistent with this division;
- ~~(2) Within five business days of the submittal of an application to the OCCB, the eligible OCCB recipient must notify in writing all landowners adjacent to the subject property of the application. Within 30 days of receipt of said notice, contiguous landowners and other interested parties may submit in writing to the board their views in support of or in opposition to the application.~~
- (2) Prior to the submission of its Application, the Eligible OCCB recipient must notify in writing the owner of the land that is the subject of the Application of the following:
 - a. That Interests in land purchased with OCCB funds result in a permanent conveyance of such Interests in land from the landowner to the Eligible OCCB recipient and its assigns; and
 - b. That it may be in the landowner's interest to retain independent legal counsel, perform appraisals, create surveys, and seek other professional advice; and

The Application must contain an affirmation that the notice requirement of this subsection has been met, and the commitment of the landowner to convey title to or an easement on the property if grant funds are approved for the property, all signed by the landowner and duly notarized by a notary public of the State of South Carolina.

- (3) At the time of the submission of its Application, the Eligible OCCB recipient must notify in writing all landowners adjacent to the property and all lessees of the property of the submission of its Application and informing the adjacent landowners and lessees that they have thirty (30) days from receipt of said notice to submit to the Board, in writing, their views in support of or in opposition to the Application.
 - (4) In each Application, the Eligible OCCB recipient must provide information regarding how the proposal meets the criteria contained in Section 2-403.
 - (5) For each grant Application the applicant shall specify:
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- a. The purpose of the Application;
 - b. How the Application satisfies the criteria contained in Section 2-403;
 - c. The uses to which the land will be put;
 - d. The party responsible for managing and maintaining the land; and
 - e. The parties responsible for enforcing any Conservation easement or other restrictions upon the land.
- (6) Where an Eligible OCCB recipient seeks an OCCB grant to acquire fee title to land, the Eligible OCCB recipient must demonstrate both the expertise and financial resources to manage the land for the purposes set forth in its Application. The Board shall require an Eligible OCCB recipient acquiring fee simple title to land to place a Conservation easement on such property, ~~or include language in the deed to ensure that the property is permanently protected.~~
 - (7) Where an Eligible OCCB recipient seeks an OCCB grant to acquire a Conservation easement, the Eligible OCCB recipient must demonstrate both the expertise and financial resources to monitor and enforce the restrictions placed upon the land for the purposes set forth in its Application. The ~~b~~Board shall evaluate each proposal to determine the qualifications of the proposed managing party and to determine whether the proposed management is consistent with the purposes set forth in the Application.
 - (8) The Board shall establish reasonable procedures and requirements to ensure that the personal information of Eligible OCCB recipients and property owners landowners is protected as permitted by the South Carolina Freedom of Information Act.
- (b) *Application review.*
- (1) The Board shall accept three rounds of Applications per calendar year in accordance with the following deadlines: April 1st, August 1st, and November 1st.
 - (2) The Board shall evaluate each Application according to the criteria contained in Section 2-403 of this division and recommend approval of Application and associated grants to County Council based on how well the proposals meet these criteria. The more criteria a proposal satisfies, the higher priority it shall be given.
 - (3) The Board shall evaluate each Application and submit recommendations to County Council within 90 days of each Application deadline referred to in Subsection (b)(1). The recommendation of an Application may be for full approval, partial approval or disapproval.
 - (4) In recommending the awarding of a grant from the OCCB fund, the Board shall set forth findings that indicate the items below. The Board may delegate to one of its members this duty to write a report summarizing the Board's findings and delivering it to Council:
 - a. How the Application meets the criteria set forth in Section 2-403;
 - b. The purpose of the award and the use to which the land will be put;
 - c. The party responsible for managing and maintaining the land;
 - d. The party responsible for monitoring and enforcing any Conservation easements or other restrictions upon the land;
 - e. How the parties designated in items c. and d. possess the expertise and financial resources to fulfill their obligations;
 - f. The availability of funds in the OCCB fund for the award;
 - g. Any other findings or information relevant to the award.
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- (5) County Council shall take action on the Board's recommendations within 30 days of the Board's submission thereof. The Council shall consider and vote on each recommendation individually. The Council shall accept the recommendation of the Board for the award of a grant unless (i) it is determined that there are not sufficient funds in the OCCB fund for the award or (ii) at least a majority of the Council members present and voting vote to reject the recommendation. If the Board's recommendation for the award of a grant is approved by Council, the award shall be made and the transaction closed in accordance with Subsection (c).
- (6) The Board may only authorize grants to purchase Interests in lands at or below fair market value pursuant to a current (within ~~12~~ twelve (12) months of grant approval by County Council), independent certified appraisal. The Board may accept a market analysis update covering the time period from the date of the original appraisal to the present in the form of a letter prepared and signed by the original appraiser. Said market analysis update letter must be submitted to the Board no later than thirty (30) days prior to the next scheduled Board meeting. The Board shall establish reasonable procedures and requirements to ensure the confidentiality of appraisals.
- (c) *Grant award.*
- (1) The Board shall notify the Eligible OCCB recipient of its recommendation and the action taken by County Council on the Application.
- (2) If the Board recommends the Application in whole or in part and the recommendation is approved by County Council in accordance with Subsection (b)(5), the Eligible OCCB recipient ~~and the owner of the interest in the land identified in the application~~ shall have a period of four months from the date of the County Council's approval to decide whether to accept the award. ~~Within 14 days of acceptance of the grant award~~ At closing, the Eligible OCCB recipient shall execute and record a grant agreement or memorandum thereof, which shall be in a form approved by the Board. Said grant agreement shall include provisions for the indemnification and reimbursement of the OCCB for improperly used OCCB funds, or title issues or defects, perpetual monitoring and enforcement, and other actions pursuant to Section 2-405.
- (3) The Eligible OCCB recipient shall submit the following documents to the Board prior to closing the transaction and the Board and the County Attorney or an attorney designated by the County Administrator on recommendation of the Board shall review and approve the documents before OCCB funds can be disbursed:
- a. A certified appraisal satisfying the requirements of ~~s~~Subsection 2-404(b)(6);
 - b. ~~A final draft~~ Final Drafts of the:
 - i. Conservation easement and/or deed, ~~a final draft of the~~
 - ii. settlement statement, ~~a final draft of the~~
 - iii. title insurance commitment and exceptions, ~~and the~~
 - iv. grant agreement required pursuant to Subsection 2-404(c)~~(42)~~,
 - v. subordination agreement and any other documents that will be recorded at or after closing.
 - c. A Phase 1 environmental site assessment - In order to identify potential liability pursuant to applicable state or federal environmental laws or regulations, a certified Phase 1 environmental ~~hazard site~~ assessment shall be conducted on lands before the disbursement of OCCB funds for the acquisition of ~~all any~~ interest in such lands, ~~except as provided below in subsection (c)(3)d.~~ Any where the Application is for ~~such interest in land shall qualify as a small grant application if the amount requested is less~~ more than \$30,000-~~00~~ or ten percent of the appraised fair market value of either the Conservation easement or fee simple acquisition, whichever value is smaller. ~~The~~ However, the Board shall have the discretion to require a Phase 1 environmental site
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assessment ~~required in subsection (c)(3)c. shall be waived~~ for Applications for grants of \$30,000 or less if it determines that the circumstances warrant an assessment. In the event that a Phase 1 environmental site assessment reveals issues of concern on or at the property, the Board may determine and require that follow-up by the Eligible OCCB recipient is necessary prior to the disbursement of OCCB funds. interest in land qualified as a small grant, as defined herein, unless specifically required on a case by case basis by the board.

- (4) ~~The bank and e~~Eligible OCCB recipients receiving monies from the OCCB fund shall retain all records of acquisition of Interests in land with OCCB funds including, but not limited to deeds, title documents, contracts, surveys, inventories, appraisals, title insurance policies, environmental assessments, ~~and closing documents.~~ Applications, and closing documents and provide copies of the executed settlement statement, title insurance commitment and exceptions, and all recorded documents showing the Register of Deeds time and date stamp to the OCCB.
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- (c) OCCB funds shall be used only by Eligible OCCB recipients for the acquisition of Interests in land, including closing costs. "Closing costs" shall include recording fees, deed transfer or documentary stamp fees, the costs of performing the work and providing the documentation required under Subsection 2-404(c)(3), attorney's fees, and the cost of obtaining surveys or an updated market analysis pursuant to Subsection 2-404(b)(6). The Board shall have the discretion to allow the OCCB funds to be used solely for closing costs after considering the amount of the award, the value of the project, the amount of the closing costs, or other factors. In the event that OCCB determines that OCCB funds were spent for purposes other than those listed in this subsection or the grant agreement, the Eligible OCCB recipient or ~~property owner landowner~~ shall reimburse the OCCB in the amount of the improperly used funds, plus interest.
- (d) All Interests in land acquired with OCCB funds shall be held by the Eligible OCCB recipient approved by the Board to acquire the Interest in land; except that an Interest in land obtained with OCCB funds may be assigned from one Eligible OCCB recipient to another upon approval of the Board by majority vote. In the event that there is a mortgage on any property interest protected through the use of OCCB funds, the Eligible OCCB recipient and ~~property owner landowner~~, if any, shall notify and inform the mortgagee or debt-holder that the mortgage will be subordinate to the Conservation easement or conservation provisions in the deed. The Eligible OCCB recipient shall ~~copy provide~~ the OCCB ~~on with a copy of~~ the notice and information to the mortgagee.
- (e) The owner of the fee simple title to property ~~upon for~~ which a Conservation easement was purchased with OCCB funds, whether the original owner that conveyed the Conservation easement or a successor-in-interest, may reacquire and ~~thereby~~ terminate or extinguish ~~that the~~ Conservation easement, whether in whole or in part, only by complying with all of the following:

-
- (1) ~~(i) Pro~~ving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control such as through eminent domain;
- (2) ~~(ii) Ob~~taining unanimous approval by the OCCB Board;
- (3) ~~(iii) Ob~~taining unanimous approval by County Council;
- (4) ~~(iv) Ob~~taining approval by the Oconee County Court of Common Pleas; and
- (5) ~~(v) M~~aking payment in cash to the OCCB fund of whichever is higher of the original fair market value or amount of the grant or its equivalent percent of the current fair market value of the conservation value. Equivalent percent means the ratio of the grant to the original conservation value, as determined by a certified appraisal paid for by the owner of fee simple title to the property.
- (f) ~~If an Eligible OCCB recipient acquires fee simple title to land for conservation and/or historic purposes with OCCB funds, that land may not be sold, transferred, assigned, alienated, or converted to a use other than the use set forth in the grant award except by complying with all of the following: (i) proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control, such as through eminent domain; (ii) obtaining unanimous approval by the OCCB Board; (iii) obtaining unanimous approval by the County Council; (iv) obtaining approval by the Oconee County Court of Common Pleas; and (v) making payment in cash to the OCCB fund of whichever is higher of the amount of the grant or its equivalent percent of the current conservation value. Equivalent percent means the ratio of the grant to the original conservation value, as determined by a certified appraisal paid for by the Eligible OCCB recipient.~~
- ~~(1) Pro~~ving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control;
- ~~(2) Ob~~taining unanimous approval by the OCCB board;
- ~~(3) Ob~~taining unanimous approval by county council;
- ~~(4) Ob~~taining approval by the Oconee County Court of Common Pleas; and
- ~~(5) Making payment in cash to the OCCB fund of whichever is higher of the original fair market value or the current fair market value of the protected land, as determined by a certified appraisal paid for by the eligible OCCB recipient.~~
- (g) If any Interests in lands that have been acquired by an Eligible OCCB recipient with OCCB funds are extinguished, terminated, sold, transferred, assigned, alienated, or converted pursuant to Subsections (e) and (f), the Eligible OCCB recipient extinguishing, selling, transferring, assigning, alienating, or converting the Interests in land shall replace them with the Interests in land of substantially equal current fair market value, with any excess from the sale of the prior Interests being used by contribution to the OCCB fund. The replacement land shall have the same or greater significance when evaluated under the criteria set forth in Section 2-403. The Board shall verify that suitable replacement Interests in lands have been identified and will be obtained before authorizing that any interest in land purchased with OCCB funds be extinguished, sold, transferred, assigned, alienated, or conveyed. Where replacement in whole or in part is impossible, funds realized which are not used for replacement Interests in land must be credited to the OCCB fund. Where funding for an original acquisition was from multiple sources, funds realized must be credited to the OCCB fund under this section in proportion equal to the contribution that OCCB funds made to the original acquisition.
- (h) The Eligible OCCB recipient or property owner-landowner shall notify the Board in the event that a claim against the title to the property has been made.
- (i) In the event that the title to the protected property interest is invalidated or otherwise found to be deficient, the Board shall be reimbursed by the Eligible OCCB recipient and/or landowner in an amount up to the amount of the award approved by County Council and disbursed to the Eligible OCCB recipient.
-

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- (j) In the event that there is no Conservation easement on a property funded by the OCCB, the County Administrator shall be responsible for ensuring that ~~the owner of the property landowner~~ complies with the ordinance and for enforcing the provisions of the ordinance. The grant agreement shall specify that the County shall be able to access the property for monitoring and/or enforcement purposes in perpetuity.

Sec. 2-406. - Eminent domain or condemnation proceedings.

OCCB funds may not be used to acquire Interests in lands or other interests in real property through the exercise of any power of eminent domain or condemnation proceedings.

Sec. 2-407. - Recreational and economic use.

The provisions of this division shall not be construed to eliminate or unreasonably restrict hunting, fishing, farming, forestry, timber management, or wildlife habitat management, as regulated by the law of this state, upon lands for which Interests in lands are obtained pursuant to this division. These and other traditional and compatible activities may be conducted, where appropriate, upon lands protected with OCCB funds.

Sec. 2-408. - Conservation easements.

When OCCB funds are used to purchase a Conservation easement on land, the Conservation easement shall be the controlling legal document regarding what is and what is not permitted upon the land, how the land will be protected, and what rights are vested with the Eligible OCCB recipient and its assigns which holds the Conservation easement. If any inconsistencies or ambiguities arise between the provisions of this ordinance and the terms and conditions of the Conservation easement purchased with OCCB funds, the terms and conditions of the Conservation easement shall prevail. The Eligible OCCB recipient shall have sole responsibility for monitoring the property subject to the Conservation easement and for enforcing the terms and conditions thereof.

Sec. 2-409. Historic properties.

The Board may authorize up to ten percent of the annual OCCB appropriation to acquire Interests in land that qualify solely as a historic or cultural feature according to the criteria contained in Section 2-403.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-17**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / DEPARTMENT OF AGRICULTURE, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.

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

WHEREAS, as of September 23, 2003, the County as “Lessor” entered into a Lease Agreement with the United States of America / Department of Agriculture (“USDA”) as “Lessee” for improved real property located at 301 West Broad Street in Walhalla, South Carolina (the “Lease Agreement”), attached hereto as Exhibit A;

WHEREAS, the USDA requests an extension of the term of the Lease Agreement, and the County is willing to accommodate this request;

WHEREAS, attached hereto as Exhibit B is an Amendment to the Lease Agreement (the “Amendment,”) which extends the lease term through December 31, 2024, with an annual rent of Seven Thousand, Eight Hundred and 00/100 (\$7,800.00) Dollars, payable at a rate of Six Hundred, Fifty and 00/100 (\$650.00) Dollars per month.

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

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

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

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

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 21, 2022
Second Reading: July 19, 2022
Third Reading: August 16, 2022
Public Hearing: August 16, 2022

Exhibit A

See attached.

Exhibit B

See attached.

EXHIBIT A

REPRODUCE LOCALLY. Include form number and date on all reproductions.

CCC-2
(10-18-01)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

LEASE FOR REAL PROPERTY

1. DATE 09/23/2003	2. COUNTY NAME Oconee County Walhalla, S.C.
---------------------------	---

3. THIS LEASE, made and entered into this day by and between Oconee County
whose address is: 415 S. Pine St.
Walhalla, S.C. 29691

and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA.

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: 1388 net usable square feet at 3001 W.
South Broad Street, Walhalla, South Carolina
to be used for office space.

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
10/01/2003 through 09/30/2008 subject to termination and renewal rights
as may be hereinafter set forth.

c. The FSA shall pay the Lessor annual rent of \$ 2400.00 at the rate of \$ 200.00
per month (\$ 1.7291 per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be
made payable to: Oconee County

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least 120
days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed
commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rentals :

One 5-year option to renew for the term beginning October 01, 2003, through September 30,
2008. Rate negotiable at time of renewal.

provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term
or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall
be computed commencing with the day after the date of mailing.

f. The Lessor shall furnish the FSA, as part of the rental consideration, the following:

This is a fixed-rate fully serviced lease, including janitorial services and supplies, building maintenance, ground maintenance, and snow removal. The space will be fully maintained and altered per government requirements for occupancy by the government no later than October 01, 2003.

g. The following are attached and made a part hereof:
(Solicitation For Offers (SFO))

h. The following changes were made in this lease prior to its execution:

Ocone County may terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to FSA and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A. LESSOR	SIGNATURE <i>Harry R. Hamilton</i>	DATE 11-24-03
B. STATE OFFICE DESIGNEE J. Kenneth Rentiers, Jr., SED	SIGNATURE	DATE
C. COUNTY EXECUTIVE DIRECTOR Elizabeth D Blackwell, Acting CED	SIGNATURE <i>Elizabeth D Blackwell</i>	DATE 11-24-2003

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

United States
Department of
Agriculture



Farm and Foreign
Agricultural
Services

Farm Service
Agency

Oconee FSA Office
301 B W. South
Broad St.
Walhalla, S.C.
29691-2102

September 23, 2003

Mr. Harry Hamilton
Oconee County Supervisor
415 S. Pine St.
Walhalla, S.C. 29691

Dear Mr. Hamilton:

Please find enclosed form CCC-2, Lease for Real Property, for office space which is now occupied by Farm Service Agency, Natural Resources Conservation Service and Oconee Soil and Water Conservation District.

Please review the enclosed lease agreement, sign item #5a, and return in the enclosed stamped, self-addressed envelope.

If you have any questions, please call this office at 864-638-2213.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth D. Blackwell".

Brian K. Blount
County Executive Director

Enclosure
BKB:bb

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. USDA Oconee County Service Center
ADDRESS OF PREMISES 301 W. South Broad St. Walhalla, SC 29691	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Oconee County**

whose address is: **415 S. Pine Street, Walhalla, SC 29692**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **January 1, 2022** through **December 31, 2024**.
2. **Effective January 1, 2022**, the Government will pay the Lessor annual rent of **\$7,800.00** payable at the rate of **\$650.00** per month (representing **\$5.61** * per square foot for **1,388** net usable square feet of office space) in arrears. (*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer, USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: _____ GOVERNMENT: _____

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-19

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF DEVELOPMENT STANDARDS IN RELATION TO LIGHTING, SCREENING, AND BUFFERING; AND OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by adding a new section to be entitled “Development Standards: Lighting, Screening, and Buffering”;

WHEREAS, County Council has therefore determined to modify Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Chapter 32 of the Code of Ordinances is hereby revised, rewritten, and amended by adding a section to be entitled “Development Standards: Lighting, Screening, and Buffering” as stated on Attachment A, which is attached hereto and incorporated herein by reference.

2. County Council hereby approves and adopts Attachment A, and directs that it be codified in Chapter 32, Article VI of the Oconee County Code of Ordinances.

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. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard or land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, 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 _____, 2022.

ATTEST:

Jennifer Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



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

Date: December 6, 2021

To: Oconee County Council Chairman John Elliott

From: James Coley

Re: Report to Council: Ordinance 2021-19

Results:

- The Planning Commission has considered the ordinance further, and based on public comments, and the Commission's deliberations, recommends that Council amend 2021-19 to substitute the accompanying "Revision 1, Development Standards" in order to add clarity and make the ordinance more user friendly. The Commission voted to approve the revised ordinance 4-3.

Background:

- The Planning Commission received back, by referral from County Council, Ordinance 2021-19 "an ordinance amending chapter 32 of the Oconee County Code of Ordinances, in certain limited regards and particulars only, regarding the establishment of development standards in relation to lighting, screening, and buffering; and other matters related thereto" with the direction to hold a public hearing, and report back to Council.
- These comprehensive plan strategies support this ordinance: 11.1.1.1, 11.1.2.4, 11.1.2.9, 11.1.3.1
- The Planning Commission held the official public hearing on November 15, 2021, and received additional public comments during the October 4, 2021, October 18, 2021, November 1, 2021 meetings.
 - October 4, 2021, 3 people directed comments to the Commission, 2 for and 1 against the ordinance.
 - October 18, 2021, 1 person directed comments to the Commission, and 1 email was read into record to the Commission, 1 for and 1 against the ordinance.
 - November 1, 2021, 1 person directed comments to the Commission against the ordinance.
 - November 15, 2021, 4 people directed comments to the Commission, 2 for and 2 against the ordinance.

Synopsis of Public Comments:

- Against: Ordinance is governmental overreach and imposes too many restrictions on privately owned property/people.
- For: Some rules are needed as development continues to increase to protect the quality of life in the county. The Agricultural Advisory Board supports revision 1.

Development Standards: Lighting, Screening, and Buffering.

The purpose of these standards is to encourage and maintain a harmonious living and business environment between the new development and existing residential, multifamily, agricultural, or forestry uses, the following standards shall be applicable to all new developments indicated herein.

1. Applicability

The owner or their lawfully designated agent of new non-residential, multifamily, and mixed-use developments being developed adjacent to existing residential, multifamily, agricultural, or forestry uses shall be responsible for the installation and maintenance of the lighting, buffering, and screening standards set forth below.

The buffer and screening requirements may be waived or modified between adjacent property owners through a written agreement, properly signed by both parties and witnessed, which specifically details the nature of the terms agreed upon. The agreement must be recorded in the Office of the Register of Deeds for Oconee County, and a copy must be filed with the Oconee County Planning Department.

Definitions

Buffer: A portion of property designated to mitigate impacts between land uses or transportation routes or to protect water features from pollutants.

Development: Any manmade change to improved or unimproved real estate including, but not limited to: new homes, building structures, dredging, filling, grading, paving, or excavation operations.

Lighting: Equipment made for illumination.

Screening: The use of plant materials and other landscape or architectural elements used separately or in combination to obscure views.

2. Lighting

Lighting devices for lighting of horizontal development such as roadways, sidewalks, entrances and parking areas, and all other outdoor fixtures installed for the permanent illumination of signs, landscaping, and buildings shall be aimed, located, designed, fitted, and maintained so as not to present a hazard to drivers or pedestrians by impairing their ability to safely traverse and so as not to create a nuisance by projecting or reflecting objectionable light skyward, onto a neighboring property or onto a public roadway. Flashing lights are prohibited.

3. Screening and buffering

Screening and a physical separation (buffer) must be provided at least the entire length of the proposed improved area plus twenty-five percent (25%), or up to the entire length of the shared property line, as determined by the Planning Director or their designee, for the purpose of

screening and buffering adjacent activities from view of proposed projects including but not limited to: buildings, solid-waste, parking and drive lanes, outdoor storage, signage, or lighting.

a. Screening requirements

The purpose of screening is to provide a visual screen between dissimilar uses. The visual screen shall extend from the ground to a height of at least six feet (6'). Not more than twenty-five percent (25%) of the vertical surface shall be open to allow the passage of air, and any such openings shall be designed to obscure visibility. **Required screening should be in place within 180 days when a certificate of completion (CC), or certificate of occupancy (CO) – if required - is issued, For other business activities, the screening shall be by mutual agreement with the Planning Director or their designated representative.**

Unless otherwise required, the following minimum landscaping and screening provisions will apply.

1. A minimum 6-foot-tall wall, fence, berm, evergreen screening plant material, existing vegetation or a combination of wall, fence, berm or evergreen screening plant material, existing vegetation, with a combined minimum height of six feet (6') above grade shall be used for the purposes of screening.
2. If evergreen plant material is used, it must be at least four (4) feet in height at the time of planting and capable of forming a continuous opaque screen at least six (6) feet in height within one year of planting.
3. Existing vegetation may be utilized provided it provides the screening required as determined by the Planning Director or their designee.
4. Fences or walls installed for the purposes of screening shall have a "finished" side toward the adjacent or neighboring properties.

b. Buffer requirements

A buffer is a physical separation by distance between the new development and the adjacent property lines. This is not in addition to any underlying zoning district setbacks.

Buffer width

Acreage of proposed use	Minimum size of buffer
Less than 0.5 acres	5 feet
0.5-2 acres	15 feet
More than 2 acres	25 feet

c. Uses permitted in the buffer:

- Vegetation and landscaping
- **Screening methods**
- Storm water drainage easements and any necessary drains, culverts, riprap, etc.
- Permitted signage
- Sidewalks
- Shared-use driveways/lanes between adjacent property
- Parking lot stub outs (not parking lots) for the purposes of connectivity

4. Exemptions

- a. Agricultural and Forestry uses as defined by S.C. Code § 46-45-10, et seq., sometimes referred to as the South Carolina Right to Farm Act, and S.C. Code § 48-23-205, et seq., sometimes referred to as the South Carolina Right to Practice Forestry Act.
- b. The screening and buffering requirements are not required in the following circumstances:
 - Property lines within/adjacent to public or private rights of ways/easements.
 - Property lines within/adjacent to permanent waterbodies.
 - Multi-tenant malls/town centers/ developments or Planned Development Districts for internal property lines. Property lines adjacent to properties outside of the development are required to adhere to the standards of this ordinance.
 - Private recreation facilities within a residential subdivision and not adjacent to properties outside of the subdivision.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2022-18**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN IMPROVED REAL PROPERTY, CONSISTING OF APPROXIMATELY 2.83 ACRES, TO TRI-COUNTY TECHNICAL COLLEGE, WHICH PROPERTY WAS INITIALLY DEVELOPED AS THE “QUICKJOBS DEVELOPMENT CENTER” UNDER A COMMUNITY DEVELOPMENT BLOCK GRANT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina, to acquire and convey real property;

WHEREAS, the County is the owner of certain improved real property located in Seneca, South Carolina, and consisting of approximately 2.83 acres, currently identified by Tax Parcel Number 208-00-01-109 (the “Property”), a plat for which is attached hereto as Exhibit A;

WHEREAS, the Property was donated to the County by the School District of Oconee County for the purposes stated below;

WHEREAS, the County received a Community Development Block Grant (the “Grant”) in order to construct, in concert with Tri-County Technical College (“TCTC”), the QuickJobs Development Center (the “Center”) on the Property;

WHEREAS, TCTC supplied the required matching funds for the Grant and was responsible for the design and engineering of the Center;

WHEREAS, it was the intention of the County and TCTC that the Property be transferred to TCTC five years after the Grant closeout; and

WHEREAS, the Grant closeout occurred more than five years prior to the date hereof, and the County and TCTC are willing and prepared to transfer the Property, as originally contemplated.

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

1. Oconee County hereby agrees to convey the Property to TCTC for nominal consideration.

2. The Oconee County Administrator is hereby authorized and directed to take all actions necessary to convey the Property to TCTC and to complete all other actions necessary and proper to carry out the intent of this Ordinance.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

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

5. This Ordinance shall take effect and be in full force after three readings, a public hearing, and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2022.

ATTEST:

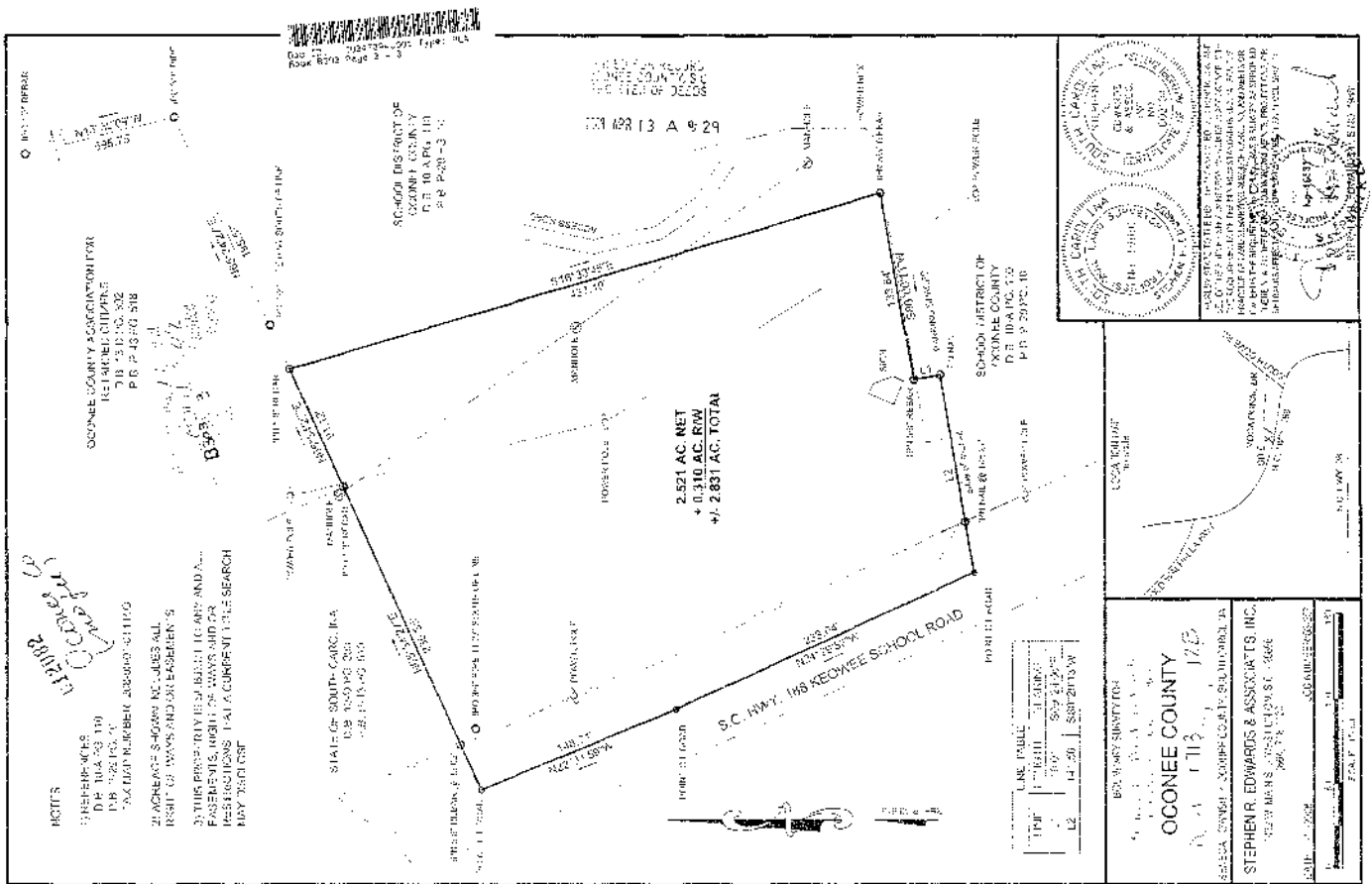
Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: July 19, 2022
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

[*See attached*]



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-19**

AN ORDINANCE TO AMEND AND SUPPLEMENT **ORDINANCE 2022-01**, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE **FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023**, IN ORDER TO EFFECT A SUPPLEMENTAL APPROPRIATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“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 (“Council”), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2022 and ending June 30, 2023 through the adoption and enactment of Oconee County Ordinance 2022-01; and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2022-01 to reflect certain additional revenues and the expenditure of certain additional funds; and

WHEREAS, Council therefore desires to amend Ordinance 2022-01 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that:

SECTION I: Ordinance 2022-01 is hereby amended and modified to:

- 1) Provide for an increase of \$384,056 to the County Airport Department Grant Match expenditure line due to Airport Runway Pavement Rehabilitation Grant Funding from FAA.

SECTION II: The 2022-2023 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:

<u>General Fund Revenues</u>	
Use of Fund Balance	\$ 384,056
<u>General Fund Expenditures</u>	
Airport – Grant Match	\$ 384,056

SECTION III: In the aggregate, the adopted fiscal year 2022-2023 budget, prior to these amendments stands at:

	General Fund	
Revenues:		\$ 60,612,964
Expenses:		\$ 60,612,964

As amended hereby the new budget will be:

	General Fund	
Revenues:		\$ 60,997,020
Expenses:		\$ 60,997,020

SECTION IV:

- 1) All other sections of Ordinance 2022-01 not modified, directly or by implication, shall remain in full force and effect.
- 2) Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
- 3) All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.
- 4) This Ordinance shall take effect and be in force immediately upon enactment.

Adopted in meeting duly assembled this ____ day of August, 2022.

OCONEE COUNTY, SOUTH CAROLINA

John Elliott
Chairman, Oconee County Council

ATTEST

Jennifer C. Adams
Clerk to County Council

First Reading: July 19, 2022
Second Reading: July 22, 2022
Public Hearing: August 16, 2022
Third Reading: August 16, 2022

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2022-13**

A RESOLUTION EXPRESSING OCONEE COUNTY COUNCIL'S SUPPORT FOR UPCOUNTRY FIBER'S INTENT TO APPLY FOR MULTIPLE GRANTS FROM THE AMERICAN RESCUE PLAN ACT (ARPA) THROUGH THE SOUTH CAROLINA OFFICE OF REGULATORY STAFF (ORS) AS PART OF THE GRANT APPLICATION PROCESS TO SERVE PRIORITY UNSERVED AREAS IN OCONEE COUNTY AND THE UPSTATE OF SOUTH CAROLINA TO ADDRESS THE DIGITAL DIVIDE.

WHEREAS, the County unanimously approved the transition of OneTone Telecom and its assets to Upcountry Fiber in 2021;

WHEREAS, the County believes that vast parts of Oconee County are not adequately served with broadband internet or are unserved;

WHEREAS, the County recognizes the importance of providing high-speed broadband access to areas of the County without such access;

WHEREAS, the County and the State of South Carolina have identified parts of Oconee County as an underserved area of the County that does not meet the FCC standards for broadband of 25 Mbps down / 3 Mbps up and the geography of the area makes high-speed wireless access very limited;

WHEREAS, the County understands that high-speed broadband service will diversify the County's economy, stabilize, and secure the success of its students who require reliable internet access, allow for the full utilization of Tele-Health/Tele-Medicine services, and provide for remote work opportunities;

WHEREAS, the County believes this project will spur the economic development in Oconee County and the expansion of the knowledge based economic development throughout the region;

WHEREAS, the County supports that the implementation of this new technology and infrastructure throughout the County will accelerate the creation of 21st century jobs and support the creation of new and expanded businesses throughout the region;

WHEREAS, the County believes that without adequate broadband infrastructure, underserved communities will continue find themselves at a bigger disadvantage, resulting in a widening of the equity gap;

WHEREAS, the County believes that ORS designed its ARPA grant program to offset the capital expenses in the deployment of broadband in unserved rural and underserved economically distressed areas;

WHEREAS, the County recognizes construction of broadband infrastructure may include the following: project planning; obtaining construction permits; construction of facilities – including the construction of both middle-mile and last-mile infrastructure; equipment; and installation and testing of the broadband service; and

WHEREAS, the intent of this regional broadband strategy is to create an infrastructure that will support Upcountry Fiber’s ability to reach underserved and unserved neighborhoods and expand affordable services to county residents and the small business community;

NOW, THEREFORE, BE IT RESOLVED that Oconee County Council expresses support for Upcountry Fiber’s intent to apply for multiple grants from ARPA funding through the SC ORS as part of the grant application process to serve priority underserved areas and address the digital divide.

Resolved in meeting, duly assembled, this ____ day of _____.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 19, 2022
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

2022 Edward Byrne Memorial JAG Grant Notification

BACKGROUND DESCRIPTION:

Oconee County Sheriff's Department may receive an allocation of \$14,779.00 from the Bureau of Justice Assistance. The grant program requires the notification of intent be made available for the County Council and the public to review and comment on the proposed use of funds. The Sheriff's Department plans to use the funds from this program to purchase 2 ballistic shields.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Chief Deputy Kevin Davis at 864-638-4118 or in writing to the Oconee County Sheriff's Department.

FINANCIAL IMPACT [Brief Statement]:

_____ Any overage will be taken from the Sheriff's Department capital equipment line item.

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

Public Notice

STAFF RECOMMENDATION [Brief Statement]:

No action needed.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

Amanda Brock, County Administrator

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

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

Public Notice

The County of Oconee may receive \$14,779.00 from the 2022 Edward Byrne Memorial Justice Assistance Grant program, administered by the U.S. Bureau of Justice Assistance, Office of Justice Programs.

The purpose of this program is to assist local units of government in reducing crime and improving public safety through grants that increase resources available to law enforcement agencies. The Oconee County Sheriff's Office intends to use the funds, which do not require county match money, to purchase:

- 2 Ballistic Shields

If anyone wishes to make recommendations or comments about how these funds should be spent, please contact the Sheriff's Office in one of the following ways:

Call Chief Deputy Kevin Davis at (864) 638-4118 or write to:

Chief Deputy Kevin Davis
Oconee County Sheriff's Office
415 S. Pine Street
Walhalla, SC 29691

ADMINISTRATION - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2022

ITEM TITLE:

**Title: Airport Runway Pavement Rehabilitation
Grant Acceptance and County Match Request**

Department: Airport

Amount: Project Match: \$349,186.90

Contingency Match: \$ 34,868.69

Total: \$384,055.59

FINANCIAL IMPACT:

The total amount of the Airport Runway Pavement Rehabilitation project is \$6,983,738.00. The FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred accomplishing this Project, up to \$6,285,364.20, pending offer / award letter. Oconee County's matching share for this Grant is five (5) percent of the costs of the Airport Runway Pavement Rehabilitation Project, or approximately \$349,186.90 plus possible contingency \$34,868.69 for a total of \$384,055.59, contingency on approval of supplemental appropriation Ordinance No. 2022-19. The South Carolina Aeronautics Commission (SCAC) will match the remaining five (5) percent.

BACKGROUND DESCRIPTION:

Oconee County, the FAA, and the SCAC have worked in conjunction for many years for the continued improvement of the Oconee County Regional Airport including, but not limited to, for the following projects:

- On August 24, 2021, The County accepted Grant Offer AIP 3-45-0016-030-2021, Rehabilitate Runway 7/25 Design, and
- On October 19, 2021, Council approved the award of WK Dickson WA# 7 which included BE Project Update, Project Development, Engineering Design, permitting, Bid Phase Services, Professional Services for Field Surveys, and Geotechnical Investigations associated with the rehabilitation of existing asphalt runway 7/25, and
- On February 1, 2022, Council approved the award of RFP 21-08 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed.
- Kimley-Horn Associates, Inc. completed and submitted the results of an Independent Fee Analysis of the professional engineering services associated with the Runway Pavement Rehabilitation Project to the FAA.

The Oconee County Airport wishes to accept the Federal Aviation Administration (FAA) Runway Pavement Rehabilitation Construction Grant, which is in process, pending on written FAA Award Notification as part of the Airport Improvement Program.

The Construction Portion of this project is \$6,577,200.00 (FAA 90%: \$5,919,480.00, SCAC 5%: \$328,860.00, County 5%: \$328,860.00).

Staff is requesting the approval of a 10% project contingency, \$657,720.00. (FAA 90%; \$591,948.00, SCAC 5%: \$32,886.00, County 5%; \$32,886.00) This would be to cover any additional or unforeseen items that may arise during the project. If a change order is requested, it would be accepted by the FAA prior to being approved by the County.

The Engineering Portion of this project is \$ 396,538.00 (FAA 90%; \$356,884.20, SCAC 5%: \$19,826.90, County 5%: \$19,826.90). Staff is requesting the approval of a 10% project contingency, \$39,653.80 (FAA 90%; \$35,688.42, SCAC 5%: \$1,982.69, County 5%: \$1,982.69). This would be to cover any engineering and construction monitoring for additional or unforeseen items that may arise during the project. If a change order is requested, it would be accepted by the FAA prior to being approved by the County.

The Administration portion of this project is \$10,000.00 (FAA 90%: \$9,000.00, SCAC 5%: \$500.00, County 5%: \$500.00). Staff is not requesting a contingency for this portion.

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.

SPECIAL CONSIDERATIONS OR CONCERNS:

Timely acceptance of this Grant is crucial to ensuring the Airport Runway Rehabilitation Project begins as soon as practical to prevent additional pavement deterioration.

Oconee County Airport Director, Jeff Garrison, received a verbal notification from the FAA that the Runway Pavement Rehabilitation Project Grant is in process; this approval is pending Oconee County receiving the written FAA Award notification.

ATTACHMENT(S):

1. Federal Aviation Administration (FAA) FY 2022 Airport Improvement Program (AIP) Funding Request Final Application.
2. Runway Pavement Rehabilitation Construction Project County Match Spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Authorize County Administrator to accept and execute the Federal Aviation Administration (FAA) Grant Offer for the Airport Runway Pavement Rehabilitation (AIP) Project, and
2. Commit up to \$384,055.59 in matching funds, contingent on approval of supplemental appropriation Ordinance No. 2022-19.

Submitted or Prepared by: _____ Approved for Submittal to Council: _____
 Jeff Garrison, Oconee County Airport Director Amanda F. Brock, County Administrator

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

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

RUNWAY PAVEMENT REHABILITATION CONSTRUCTION PROJECT Breakdown to Show County Match

Construction	Project Cost	90% FEDERAL	5% STATE	5% LOCAL (County)
Construction	\$ 6,577,200.00	\$ 5,919,480.00	\$ 328,860.00	\$ 328,860.00
10% Contingency	\$ 657,720.00	\$ 591,948.00	\$ 32,886.00	\$ 32,886.00
Total	\$ 7,234,920.00	\$ 6,511,428.00	\$ 361,746.00	\$ 361,746.00
Engineering	Project Cost	90% FEDERAL	5% STATE	5% LOCAL
Engineering Costs	\$ 396,538.00	\$ 356,884.20	\$ 19,826.90	\$ 19,826.90
10% Contingency	\$ 39,653.80	\$ 35,688.42	\$ 1,982.69	\$ 1,982.69
Total	\$ 436,191.80	\$ 392,572.62	\$ 21,809.59	\$ 21,809.59
Administration (DHEC Permits ect.)	Project Cost	90% FEDERAL	5% STATE	5% LOCAL
Administration Costs	\$ 10,000.00	\$ 9,000.00	\$ 500.00	\$ 500.00
10% Contingency	\$ -	\$ -	\$ -	\$ -
Total	\$ 10,000.00	\$ 9,000.00	\$ 500.00	\$ 500.00

Project Totals	Project Cost	90% FEDERAL	5% STATE	5% LOCAL
PROJECT COST TOTAL	\$ 6,983,738.00	\$ 6,285,364.20	\$ 349,186.90	\$ 349,186.90
10% CONTINGENCY (Construction and Engineering)	\$ 697,373.80	\$ 627,636.42	\$ 34,868.69	\$ 34,868.69
Grand Total	\$ 7,681,111.80	\$ 6,913,000.62	\$ 384,055.59	\$ 384,055.59



Oconee County Regional Airport

(CEU)



FY 2022 AIP Funding Request Final Application Package



Submitted: May 2, 2022

**Oconee County Regional Airport
(CEU)
FY 2022 AIP Funding Request
Final Application Package**

Table of Contents

**FY 2022 AIP Funding Request Final Application Package
(Including SF 424, Form 5100 and Supporting Documents)**



Oconee County Regional Airport

(CEU)

FY 2022 AIP Funding Request
Final Application Package

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text" value="N/A"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="57-6000391"/>	* c. UEI: <input type="text" value="L5FWNJYNWJB4"/>
--	--

d. Address:

* Street1:	<input type="text" value="365 Airport Road"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Seneca"/>
County/Parish:	<input type="text" value="Oconee"/>
* State:	<input type="text" value="SC: South Carolina"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="29678-2001"/>

e. Organizational Unit:

Department Name: <input type="text" value="County of Oconee, South Carolina"/>	Division Name: <input type="text" value="Oconee County Regional Airport"/>
---	---

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Jeff"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Garrison"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="(864) 882-2959"/>	Fax Number: <input type="text" value="(864) 888-4803"/>
---	---

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Oconee County, SC

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY 2022:
-Runway Pavement Rehabilitation (Construction)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="6,285,364.20"/>
* b. Applicant	<input type="text" value="349,186.90"/>
* c. State	<input type="text" value="349,186.90"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="6,983,738.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

County/City height restriction and hazard zoning ordinances are in place.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

See Exhibit "A" on file with the FAA Atlanta ADO.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			396,538
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			6,577,200
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 6,983,738
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			6,983,738
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 6,983,738
19. Federal Share requested of Line 18			6,285,354
20. Grantee share			349,186
21. Other shares			349,186
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 6,983,738

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	349,187
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 349,187
25. Other Shares	Amount
a. State	349,187
b. Other	
c. TOTAL - Other Shares	\$ 349,187
26. TOTAL NON-FEDERAL FINANCING	\$ 698,374

SECTION E – REMARKS (Attach sheets if additional space is required)

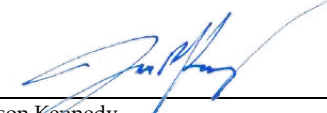
PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: RunwayPavement Rehabilitation (Construction)
AIRPORT: Oconee County Regional Airport (CEU)
1. Objective: <p>Oconee County respectfully requests FY 2022 AIP funds to be used for the construction of a runway pavement rehabilitation. The 2016 Statewide Airfield Pavement Management System Update forecasts the pavement sections for rehabilitation to be in "fair" and "poor" condition by 2021 if not addressed accordingly.</p>
2. Benefits Anticipated: <p>Pavement rehabilitation of the CEU runway is urgently needed to maintain safe operating conditions. Improved safety is the primary goal. Runway pavement is actively failing and removal of Asphalt FOD is required daily. The airport has endured multiple closures in the last two years for emergency runway pavement repairs (including removal/patching of failing sections). Pavement in both the current and projected conditions will yield excessive amounts of object debris that pose a threat to the safety of aircraft and pilots operating at the airport.</p>
3. Approach: (See approved Scope of Work in Final Application) <p>Bid prices were collected for two methods of pavement rehabilitation, Base Bid: Full Depth Reclamation and Bid Alternate #1 Mill and Overlay. Bid pricing shown on the attached bid tabs reflects Mill and Overlay is the least costly approach, therefore the bid alternative has been selected. See also Work Authorization #1 for Construction Administration, Observation and Quality Assurance Testing services.</p>
4. Geographic Location: <p>Oconee County Regional Airport (CEU), Clemson, SC</p>
5. If Applicable, Provide Additional Information: <p>N/A</p>
6. Sponsor's Representative: (include address & telephone number) <p>WK Dickson & Co., Inc. 1320 Main St Ste 400, Columbia, SC 29201-3266 (803) 786-4261</p>

BID TABULATION SHEET

OWNER: Oconee County Regional Airport
PROJECT: Runway Pavement Rehabilitation
LOCATION: Oconee County Procurement Dept., 415 South Pine Street, Walhalla, SC 29691
DATE: 26-Apr-22

I Certify that this is a true and corrected record of bids received.


 Jason Kennedy
 W.K. Dickson & Co., Inc.
 Raleigh, N.C.

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					ROGERS GROUP, INC.		ENGINEERS ESTIMATE	
Address:					1880 S Hwy 14 Greer, SC 29650			
License Number/Bid Bond					GA License No. 119294			
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID: FULL DEPTH RECLAMATION (FDR)								
1	C-100-1	Contractor Quality Control Program (CQCP)	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 194,670.00	\$ 194,670.00
2	C-102-1	Temporary Construction Entrance (Installation, Maintenance, and Removal)	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00
3	C-102-2	Temporary Compost Filter Sock, 8" dia. (Installation, Maintenance, and Removal)	10,500	LF	\$ 12.50	\$ 131,250.00	\$ 20.00	\$ 210,000.00
4	C-102-3	Temporary Filter Sock Inlet Protection (Installation, Maintenance, and Removal)	14	EA	\$ 600.00	\$ 8,400.00	\$ 750.00	\$ 10,500.00
5	C-102-4	Temporary Seeding and Mulching	5	AC	\$ 2,000.00	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00
6	C-105-1	Mobilization (10% Maximum)	1	LS	\$ 650,000.00	\$ 650,000.00	\$ 420,778.00	\$ 420,778.00
7	P-101-1	Full Depth Pavement Removal	1,600	SY	\$ 45.00	\$ 72,000.00	\$ 20.00	\$ 32,000.00
8	P-101-2	Profile Milling	16,030	SY	\$ 4.50	\$ 72,135.00	\$ 8.00	\$ 128,240.00
9	P-101-3	Asphalt Cold Milling (0-2")	200	SY	\$ 35.00	\$ 7,000.00	\$ 4.00	\$ 800.00
10	P-101-4	Asphalt Cold Milling (2-4")	44,040	SY	\$ 6.00	\$ 264,240.00	\$ 6.00	\$ 264,240.00
11	P-101-5	Placement of Millings on Existing Access Roads (6" Deep)	8,000	SY	\$ 3.50	\$ 28,000.00	\$ 2.00	\$ 16,000.00
12	P-101-6	Placement of Millings on New Access Roads (8" Deep)	8,000	SY	\$ 18.00	\$ 144,000.00	\$ 5.00	\$ 40,000.00
13	P-101-7	Placement of Millings in Onsite Stock Pile	1,480	CY	\$ 18.00	\$ 26,640.00	\$ 3.00	\$ 4,440.00
14	P-101-8	Disposal of Millings Offsite	510	CY	\$ 10.00	\$ 5,100.00	\$ 5.00	\$ 2,550.00
15	P-152-1	Unclassified Excavation	2,000	CY	\$ 50.00	\$ 100,000.00	\$ 30.00	\$ 60,000.00
16	P-152-2	Unsuitable Material Excavation	1,000	CY	\$ 65.00	\$ 65,000.00	\$ 30.00	\$ 30,000.00
17	P-207-1	In-place Full-Depth Recycled (FDR) Asphalt Aggregate Base Course	44,100	SY	\$ 15.00	\$ 661,500.00	\$ 7.00	\$ 308,700.00
18	P-207-2	Portland Cement	1,400	TN	\$ 350.00	\$ 490,000.00	\$ 135.00	\$ 189,000.00
19	P-401-1	Hot Mix Asphalt, Surface Course (4" Depth)	14,420	TN	\$ 225.00	\$ 3,244,500.00	\$ 135.00	\$ 1,946,700.00
20	P-602-1	Emulsified Asphalt Prime Coat	11,100	GAL	\$ 8.00	\$ 88,800.00	\$ 4.00	\$ 44,400.00
21	P-603-1	Emulsified Asphalt Tack Coat	3,900	GAL	\$ 6.00	\$ 23,400.00	\$ 4.00	\$ 15,600.00
22	P-605-1	Asphalt Crack Sealing	3,000	LF	\$ 3.50	\$ 10,500.00	\$ 3.00	\$ 9,000.00
23	P-620-1	Pavement Markings, Temporary, White	62,000	SF	\$ 1.05	\$ 65,100.00	\$ 1.00	\$ 62,000.00
24	P-620-2	Pavement Markings, Temporary, Yellow	2,000	SF	\$ 1.05	\$ 2,100.00	\$ 1.00	\$ 2,000.00
25	P-620-3	Pavement Markings, Temporary, Black	200	SF	\$ 1.05	\$ 210.00	\$ 1.00	\$ 200.00
26	P-620-4	Pavement Markings, Permanent, White	62,000	SF	\$ 1.15	\$ 71,300.00	\$ 2.00	\$ 124,000.00
27	P-620-5	Pavement Markings, Permanent, Yellow	2,000	SF	\$ 1.00	\$ 2,000.00	\$ 2.00	\$ 4,000.00
28	P-620-6	Pavement Markings, Permanent, Black	200	SF	\$ 1.15	\$ 230.00	\$ 2.00	\$ 400.00
29	T-901-1	Permanent Grassing (Including Seed, Lime, Fertilizer, and Mulch)	5	AC	\$ 3,000.00	\$ 15,000.00	\$ 4,000.00	\$ 20,000.00
30	T-904-1	Permanent Sodding	11,800	SY	\$ 10.00	\$ 118,000.00	\$ 20.00	\$ 236,000.00
31	T-905-1	Topsoil Obtained Onsite	3,900	CY	\$ 50.00	\$ 195,000.00	\$ 18.00	\$ 70,200.00
32	T-905-2	Topsoil Obtained Offsite	1,000	CY	\$ 75.00	\$ 75,000.00	\$ 30.00	\$ 30,000.00

BID TABULATION SHEET

OWNER: Oconee County Regional Airport
PROJECT: Runway Pavement Rehabilitation
LOCATION: Oconee County Procurement Dept., 415 South Pine Street, Walhalla, SC 29691
DATE: 26-Apr-22

I Certify that this is a true and corrected record of bids received.

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 W.K. Dickson & Co., Inc.
 Raleigh, N.C.

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					ROGERS GROUP, INC.		ENGINEERS ESTIMATE	
Address:					1880 S Hwy 14 Greer, SC 29650			
License Number/Bid Bond					GA License No. 119294			
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
33	L-108-1	Remove Existing 5kV Cable	1,400	LF	\$ 1.10	\$ 1,540.00	\$ 0.50	\$ 700.00
34	L-108-2	Install 1/C, #8 AWG, L-824C, 5kV Cable installed by Direct Earth Bury, in Trench, Ductbank, or Conduit	1,600	LF	\$ 3.50	\$ 5,600.00	\$ 1.50	\$ 2,400.00
35	L-108-3	Install New L-830 Isolation Xfmr, Complete	14	EA	\$ 200.00	\$ 2,800.00	\$ 60.00	\$ 840.00
36	L-108-4	Install Additional L-823 Cable Splice Connector Kit, Complete	14	EA	\$ 125.00	\$ 1,750.00	\$ 500.00	\$ 7,000.00
37	L-108-5	Install Additional CU Clad Ground Rod, 3/4" x 10' (contingency in the event a single rod will not suffice)	14	EA	\$ 160.00	\$ 2,240.00	\$ 100.00	\$ 1,400.00
38	L-108-6	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench	1,600	EA	\$ 1.50	\$ 2,400.00	\$ 2.50	\$ 4,000.00
39	L-125-1	Remove, Store and Reinstall existing Runway End Light	16	EA	\$ 145.00	\$ 2,320.00	\$ 200.00	\$ 3,200.00
40	L-125-2	Relocate Existing Taxiway Edge Light (Stake Mounted)	12	EA	\$ 715.00	\$ 8,580.00	\$ 800.00	\$ 9,600.00
41	L-125-3	Relocate Existing Taxiway Edge Light (Base Mounted)	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00
42	L-125-4	Raise Existing Edge Light (Base Mounted)	1	EA	\$ 550.00	\$ 550.00	\$ 750.00	\$ 750.00
43	L-125-5	Lower Existing Edge Light (Base Mounted)	4	EA	\$ 1,075.00	\$ 4,300.00	\$ 2,500.00	\$ 10,000.00
44	L-125-6	Adjust Existing Edge Light (Stake Mounted)	5	EA	\$ 260.00	\$ 1,300.00	\$ 1,000.00	\$ 5,000.00
45	L-125-7	New Taxiway Edge Light (Stake Mounted)	9	EA	\$ 720.00	\$ 6,480.00	\$ 2,500.00	\$ 22,500.00
46	Plans	Pavement Sawcut Grooving	44,500	SY	\$ 2.00	\$ 89,000.00	\$ 1.50	\$ 66,750.00
BASE BID TOTAL:						\$ 6,983,265.00		\$ 4,628,558.00

BID ALTERNATE #1: MILL AND OVERLAY								
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	C-100-1	Contractor Quality Control Program (CQCP)	1	LS	325,000.00	\$325,000.00	\$ 194,670.00	\$ 194,670.00
2	C-102-1	Temporary Construction Entrance (Installation, Maintenance, and Removal)	1	EA	30,000.00	\$30,000.00	\$ 5,000.00	\$ 5,000.00
3	C-102-2	Temporary Compost Filter Sock, 8" dia. (Installation, Maintenance, and Removal)	10,500	LF	12.50	\$131,250.00	\$ 20.00	\$ 210,000.00
4	C-102-3	Temporary Filter Sock Inlet Protection (Installation, Maintenance, and Removal)	14	EA	600.00	\$8,400.00	\$ 750.00	\$ 10,500.00
5	C-102-4	Temporary Seeding and Mulching	5	AC	2,000.00	\$10,000.00	\$ 2,500.00	\$ 12,500.00
6	C-105-1	Mobilization (10% Maximum)	1	LS	640,000.00	\$640,000.00	\$ 421,430.00	\$ 421,430.00
7	P-101-1	Full Depth Pavement Removal	1,600	SY	45.00	\$72,000.00	\$ 20.00	\$ 32,000.00
8	P-101-2	Profile Milling	31,900	SY	4.50	\$143,550.00	\$ 8.00	\$ 255,200.00
9	P-101-4	Asphalt Cold Milling (2-4")	28,160	SY	6.00	\$168,960.00	\$ 6.00	\$ 168,960.00
10	P-101-5	Placement of Millings on Existing Access Roads (6" Deep)	8,000	SY	3.50	\$28,000.00	\$ 2.00	\$ 16,000.00
11	P-101-6	Placement of Millings on New Access Roads (8" Deep)	8,000	SY	18.00	\$144,000.00	\$ 5.00	\$ 40,000.00
12	P-101-7	Placement of Millings in Onsite Stock Pile	1,480	CY	18.00	\$26,640.00	\$ 3.00	\$ 4,440.00
13	P-101-8	Disposal of Millings offsite	510	CY	10.00	\$5,100.00	\$ 5.00	\$ 2,550.00
14	P-152-1	Unclassified Excavation	2,000	CY	50.00	\$100,000.00	\$ 30.00	\$ 60,000.00
15	P-152-3	Unsuitable Material Excavation (Backfill with P-209 stone)	3,000	CY	65.00	\$195,000.00	\$ 90.00	\$ 270,000.00
16	P-209-1	Crushed Aggregate Base Course	3,100	CY	165.00	\$511,500.00	\$ 75.00	\$ 232,500.00

BID TABULATION SHEET

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Address:					1880 S Hwy 14 Greer, SC 29650			
License Number/Bid Bond					GA License No. 119294			
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	P-209-2	Separation Geotextile	2,000	SY	8.00	\$16,000.00	\$ 7.00	\$ 14,000.00
18	P-401-1	Hot Mix Asphalt, Surface Course (4" Depth)	14,420	TN	225.00	\$3,244,500.00	\$ 135.00	\$ 1,946,700.00
19	P-602-1	Emulsified Asphalt Prime Coat	7,100	GAL	8.00	\$56,800.00	\$ 4.00	\$ 28,400.00
20	P-603-1	Emulsified Asphalt Tack Coat	3,900	GAL	6.00	\$23,400.00	\$ 4.00	\$ 15,600.00
21	P-605-1	Asphalt Crack Sealing	6,000	LF	3.50	\$21,000.00	\$ 3.00	\$ 18,000.00
22	P-620-1	Pavement Markings, Temporary, White	62,000	SF	1.05	\$65,100.00	\$ 1.00	\$ 62,000.00
23	P-620-2	Pavement Markings, Temporary, Yellow	2,000	SF	1.05	\$2,100.00	\$ 1.00	\$ 2,000.00
24	P-620-3	Pavement Markings, Temporary, Black	200	SF	1.05	\$210.00	\$ 1.00	\$ 200.00
25	P-620-4	Pavement Markings, Permanent, White	62,000	SF	1.15	\$71,300.00	\$ 2.00	\$ 124,000.00
26	P-620-5	Pavement Markings, Permanent, Yellow	2,000	SF	1.15	\$2,300.00	\$ 2.00	\$ 4,000.00
27	P-620-6	Pavement Markings, Permanent, Black	200	SF	1.15	\$230.00	\$ 2.00	\$ 400.00
28	T-901-1	Permanent Grassing (Including Seed, Lime, Fertilizer, and Mulch)	5	AC	3,000.00	\$15,000.00	\$ 4,000.00	\$ 20,000.00
29	T-904-1	Permanent Sodding	11,800	SY	10.00	\$118,000.00	\$ 20.00	\$ 236,000.00
30	T-905-1	Topsoil Obtained Onsite	3,900	CY	50.00	\$195,000.00	\$ 18.00	\$ 70,200.00
31	T-905-2	Topsoil Obtained Offsite	1,000	CY	75.00	\$75,000.00	\$ 30.00	\$ 30,000.00
32	L-108-1	Remove Existing 5kV Cable	1,400	LF	1.10	\$1,540.00	\$ 0.50	\$ 700.00
33	L-108-2	Install 1/C, #8 AWG, L-824C, 5kV Cable installed by Direct Earth Bury, in Trench, Ductbank, or Conduit	1,600	LF	3.50	\$5,600.00	\$ 1.50	\$ 2,400.00
34	L-108-3	Install New L-830 Isolation Xfmr, Complete	14	EA	200.00	\$2,800.00	\$ 60.00	\$ 840.00
35	L-108-4	Install Additional L-823 Cable Splice Connector Kit, Complete	14	EA	125.00	\$1,750.00	\$ 60.00	\$ 840.00
36	L-108-5	Install Additional CU Clad Ground Rod, 3/4" x 10' (contingency in the vent a single rod will not suffice)	14	EA	160.00	\$2,240.00	\$ 100.00	\$ 1,400.00
37	L-108-6	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench	1,600	EA	1.50	\$2,400.00	\$ 2.50	\$ 4,000.00
38	L-125-1	Remove, Store and Reinstall existing Runway End Light	16	EA	145.00	\$2,320.00	\$ 200.00	\$ 3,200.00
39	L-125-2	Relocate Existing Taxiway Edge Light (Stake Mounted)	12	EA	715.00	\$8,580.00	\$ 800.00	\$ 9,600.00
40	L-125-3	Relocate Existing Taxiway Edge Light (Base Mounted)	1	EA	3,000.00	\$3,000.00	\$ 500.00	\$ 500.00
41	L-125-4	Raise Existing Edge Light (Base Mounted)	1	EA	550.00	\$550.00	\$ 750.00	\$ 750.00
42	L-125-5	Lower Existing Edge Light (Base Mounted)	4	EA	1,075.00	\$4,300.00	\$ 2,500.00	\$ 10,000.00
43	L-125-6	Adjust Existing Edge Light (Stake Mounted)	5	EA	260.00	\$1,300.00	\$ 1,000.00	\$ 5,000.00
44	L-125-7	New Taxiway Edge Light (Stake Mounted)	9	EA	720.00	\$6,480.00	\$ 2,500.00	\$ 22,500.00
45	Plans	Pavement Sawcut Grooving	44,500	SY	2.00	\$89,000.00	\$ 1.50	\$ 66,750.00
BID ALTERNATE #1 TOTAL:						\$6,577,200.00		\$4,635,730.00

Select Bid Alternate #1, Mill and Overlay

WORK AUTHORIZATION # 1

April 27, 2022

IN ACCORDANCE WITH
GENERAL SERVICES AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN OWNER AND CONSULTANT

Dated: February 2, 2022

RUNWAY PAVEMENT REHABILITATION
CONSTRUCTION PHASE SERVICES (AGREEMENT)

Oconee County Airport (CEU), Seneca, South Carolina

This Work Authorization, made and entered into this ____ day of _____, 2022, by and between the OWNER:

Oconee County
415 South Pine Street,
Walhalla, South Carolina 29691

and the CONSULTANT:

W.K. Dickson & Co., Inc.
1320 Main Street, Suite 400
Columbia, South Carolina 29201

Amends the AGREEMENT executed by and between the parties hereto on the 2nd day of February 2022, into which this Work Authorization is hereby incorporated and made a part hereof, to specify the following:

Project Overview

The OWNER wishes the CONSULTANT to provide professional engineering services for the construction of the Runway Pavement Rehabilitation Project at the Oconee County Regional Airport (CEU). Design and bidding for this project was previously completed by the CONSULTANT as defined in Work Authorization #7 dated September 3, 2021. The OWNER wishes for the CONSULTANT to provide project management and grant administration, construction administration, construction observation (CA/CO), Quality Assurance Testing and Erosion Control Inspection services related to the construction of the project. These services are described in further detail below.

Scope of Services

1. BASIC SERVICES



A. Project Management and Grant Administration

The CONSULTANT shall provide the following work tasks

- i. Prepare the necessary scopes of work and work authorizations.
- ii. Prepare the project Grant Application package on the County's behalf; and submit to the Federal Aviation Administration (FAA) and the South Carolina Aviation Commission (SCAC).
- iii. Coordinate with the FAA and SCAC for acceptance of grant application
- iv. Routine monthly Project Management Tasks (invoicing, scheduling, etc.)
- v. Subconsultant management (invoicing, scheduling, etc.)
- vi. Routine monthly coordination with OWNER
- vii. Assist the OWNER with preparation of monthly grant draw requests to the FAA and SCAC.
- viii. Assist the OWNER with preparation of Quarterly reporting to the FAA.
- ix. Prepare Grant close-out documentation and submittal to FAA.

B. Construction Administration (Civil)

The CONSULTANT will provide the following elements:

- i. Prepare and provide copies of the conformed contract for routing to contractor. Review and recommend execution of the conformed contract to the OWNER.
- ii. Prepare Construction Management Program in accordance with AC 150/5370-12B.
- iii. Prepare for, attend, and conduct a pre-construction meeting, including field review of construction elements and project sites and the subsequent preparation and distribution of meeting minutes.
- iv. Prepare for, attend, conduct and issue meeting minutes for periodic construction meetings. Two (2) meetings per month are accounted for in this scope of work.
- v. Review and process materials and shop drawing submittals.
- vi. Review and process contractor pay requests and recommend payment to OWNER.
- vii. Provide ongoing consultation to the OWNER regarding status of construction and facilitate communication with the contractor.
- viii. Provide ongoing oversight and coordination of work performed by subconsultants
- ix. Review and provide responses to Request for Information (RFI's) submitted by the contractor.
- x. Attend Pre-paving conference conducted by contractor.
- xi. Conduct site visit/inspections for critical construction milestones (e.g. inspection of milled pavement surface prior to paving, observation of test strip construction of Full Depth Reclamation (P-207), observation of test strip for Asphalt Pavement (P-401) inspection of runway prior to reopening).
- xii. Make recommendations to the OWNER regarding contract change orders. Preparation of Change Order documents if required.
- xiii. Review contractor's initial project schedule and monitor construction progress.
- xiv. Conduct a pre-final inspection.
- xv. Prepare and distribute an inspection report and final punch list.



- xvi. Conduct a final inspection.
- xvii. Review contractor's final pay application & required project close-out documents. Provided all punch list items are properly addressed by the contractor, recommend payment of final pay application to the contractor by the OWNER.
- xviii. Coordinate the compiling of required project close-out documentation with the contractor and OWNER; and submit said documentation to FAA/SCAC.

C. Construction Administration (Electrical)

Electrical work items for this construction project include relocation of taxiway edge light fixtures and cabling, vertical adjustment of existing taxiway and runway edge lights and installation of new taxiway and runway edge lights, in a few select locations within the project area. Construction Administration for electrical work items will be provided by CONSULTANT and will include the following:

- i. Review and process Electrical shop drawing submittals.
- ii. Provide consultation to the OWNER, as needed, regarding electrical work items and facilitate communication with the contractor.
- iii. Review and provide responses to electrical Request for Information (RFI's) submitted by the contractor.
- iv. Conduct site visit/inspections on an as needed basis,
- v. Make recommendations to the OWNER regarding contract change orders.
- vi. Attend the pre-final inspection, if required.
- vii. Prepare an inspection report and punch list for electrical work items.
- viii. Attended final inspection, if required.

This service will be provided to the CONSULTANT by a subconsultant, Walls Engineering, PLLC. Additional details for this element of work may be found in Attachment C.

2. SPECIAL SERVICES

A. Construction Observation (CO) / Resident Project Representative (RPR)

The CONSULTANT is to provide the following elements:

- i. Provide a full-time representative to perform on-site construction observation of the proposed construction activities (i.e., resident project representative services) for a duration of 130 calendar days (50 hours per week).
- ii. The responsibilities and limitations of the CO/RPR services shall conform to Section IV of the AGREEMENT.
- iii. Attend pre-construction meeting, including review of construction elements and project sites.
- iv. Prepare daily construction observation reports.
- v. Conduct wage rate interviews of contractor and subcontractor personnel.
- vi. Attend periodic construction progress meetings. Two (2) meetings per month are accounted for in this scope of work.



- vii. Review completed pay item quantities with contractor prior to contractor's submittal of a pay request.
- viii. Monitor contractor's project schedule.
- ix. Attend a pre-final inspection.
- x. Assist with preparation of inspection report and final punch list.
- xi. Attend a final inspection to confirm all punch list items have been addressed.

B. Quality Assurance Testing

The CONSULTANT shall provide quality assurance testing for the proposed construction. Testing shall be conducted and documented in accordance with the construction contract for aggregate base course material (P-209), Full Depth Reclamation (P-207) and asphalt pavement (P-401). This service shall be completed by a sub consultant to the CONSULTANT, Foreholding & Robertson, Inc. (F&R). Additional details for this element of work may be found in Attachment D.

C. Erosion Control Inspection & Reporting

The CONSULTANT shall provide the following services to support compliance with the project Erosion and Sedimentation Control Permit issued by SCDHEC.

- i. Provide notification to SCHEC prior to start of construction indicating start of work and anticipated project schedule.
- ii. Conduct weekly erosion control inspection and reporting for a duration of 130 calendar days. Erosion control inspections will be performed weekly by a Certified Erosion Prevention & Sediment Control Inspector (CEPSCI).
- iii. Report inspection findings to the contractor when issues requiring corrective actions are observed.
- iv. Conduct site visits to observe the completion of corrective actions.
- v. Communicate with the contractor to collect information needed to document the completion corrective actions.
- vi. Upon completion of construction, submit request for permit termination and close out to SCDHEC.

This service shall be completed by a sub consultant to the CONSULTANT, Froehling & Robertson, Inc. (F&R). Additional details for this element of work may be found in Attachment D.



FEE SCHEDULE

1. **BASIC SERVICES**

A. Project Management & Grant Admin.	Lump Sum	\$ 30,011.00
B. Construction Administration (Civil)	Lump Sum	\$ 122,467.00
C. Construction Administration (Electrical)	Cost	\$23,910.00
	Basic Services Subtotal	\$176,388.00

2. **SPECIAL SERVICES**

A. Construction Observation	Hourly	\$138,525.00
B. Quality Assurance Testing	Cost	\$70,825.00
C. Erosion Control Inspection & Reporting	Cost	\$10,800.00
	Special Services Subtotal	\$ 220,150.00

WORK AUTHORIZATION # 1 TOTAL

\$396,538.00

PROJECT SCHEDULE

The timing of the project is dependent upon FAA funding and availability of the selected General Contractor. The scope and fee outlined herein is based on the CONSULTANTS estimate of time needed for the execution of the defined project tasks. Work task durations and level of effort are an estimate and reflect what is typical and standard for this type of construction project. This scope assumes typical preconstruction coordination with the Owner and Contractor for a duration of approximately 30 days prior to Notice to Proceed (NTP), 130 calendar days of construction and 45 days after the completion of construction for coordination with the Owner and Contractor for completion of punch list work and preparation of contract and grant close out documentation.

Project factors such as the availability of labor, materials, and the selected contractor's ability to complete the work within the approved project schedule is outside the control of the CONSULTANT.

ADDITIONAL SERVICES

The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in the above Scope of Services, in accordance with the CONSULTANT'S rate schedule in effect



at the time; and will be subject to prior approval by the OWNER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Date: _____

CONSULTANT:

W.K. DICKSON & CO., INC.

By: _____
Terry A. Macaluso, P.E.
Vice President

Date: _____

SIGNED UPON AWARD

SIGNED UPON AWARD

List of Attachments

- Attachment A: Manhour Summary and Fee Estimate
- Attachment B: Expense Summary
- Attachment C: Subconsultant Proposal for Electrical Construction Administration
- Attachment D: Subconsultant Proposal for Quality Assurance and Erosion Control Inspection



ATTACHMENT 'A'

PROJECT DESCRIPTION: CEU Runway Pavement Rehab (Construction Phase)		DATE PREPARED: 4-27-2022								
PREPARED BY: Jason Kennedy / WK Dickson & Co., Inc.		WBS NUMBER:								
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications							SUB-TOTAL	
		Principal	Senior Project Manager	Project Manager	Project Engineer	Senior Designer	Construction Observer	Admin.		
	Rates Per Hour	\$287.27	\$225.49	\$211.77	\$167.90	\$140.14	\$114.70	\$96.83		
Basic Services										
A. Project Management and Grant Coordination										
Estimated duration 205 calendar days/ 7 months										
i.	Preparation of Work Authorization	2	2	6				2	\$ 2,489.80	
ii.	Prepare and Submit Project Grant Application		2	4				8	\$ 2,072.70	
iii.	Coordination with FAA and SCAC for acceptance of grant application	2		6					\$ 1,845.16	
iv.	Routine Management Tasks (Invoicing, Scheduling, etc)	8		21				14	\$ 8,100.95	
v.	Subconsultant Management			16				10	\$ 4,356.62	
vi.	Routine Owner Coordination	4		10				8	\$ 4,041.42	
vii.	Assistance with Monthly grant reimbursement requests			4				12	\$ 2,009.04	
viii.	Assistance with FAA Quarterly Status Reports			2				4	\$ 810.86	
ix.	Prepare Grant Close-out Documentation	1	2	8				12	\$ 3,594.37	
	Task Subtotal	17	6	77	0	0	0	70	\$ 29,320.92	
B. Construction Administration (Civil)										
Estimate Duration 205 days (30 days preconstruction, 130 Construction, 45 Days closeout)										
i.	Prepare conformed construction contract, recommend execution by owner			2				4	\$ 810.86	
ii.	Preparation of Construction Management Program (5370-12B)	2		8	30			6	\$ 7,886.68	
iii.	Prepare, Attend, Conduct and Issue Minutes for One (1) Pre-Con Meeting			8	4			2	\$ 2,559.42	
iv.	Routine Progress Mtg, Prep, conduct, Issue Minutes (assumes 10 meetings)			80	20				\$ 20,299.60	
v.	Shop Drawing Review			8	30				\$ 6,731.16	
vi.	Review Contractor Pay Request (assumes 5)			8	15			20	\$ 6,149.26	
vii.	Ongoing Consultation to the Owner throughout Construction (4 hours/week)	8		120					\$ 27,710.56	
viii.	Oversight and coordination of work performed by subconsultants	2		20	8				\$ 6,153.14	
ix.	Review and Response to Contractor RFIs			8	30				\$ 6,731.16	
x.	Attend Pre-paving conference conducted by Contractor			4	4				\$ 1,518.68	
xi.	Conduct site visits for critical construction milestones (assumes 3)			12	12				\$ 4,556.04	
xii.	Change Order, recommendations and document preparation	4		20				8	\$ 6,159.12	
xiii.	Review Contractors schedule and monitor is through construction			20					\$ 4,235.40	
xiv.	Conduct pre-final inspection (1 inspection)			8	8				\$ 3,037.36	
xv.	Prepare and distribute pre-final inspection report and punch list			2	4				\$ 1,095.14	
xvi.	Conduct final inspection (1 inspection)			8	8				\$ 3,037.36	
xvii.	Review Contractors Final Pay Request and required close out documents			4				4	\$ 1,234.40	
xviii.	Compilation of project close out documentation for Owner, FAA & SCAC	2		8	20			10	\$ 6,595.00	
	Task Subtotal	18	0	348	193	0	0	54	\$ 116,500.34	
B. Construction Administration (Electrical)										
Construction Administration										
									See Proposal	
									\$ 23,910.00	
Task Subtotal										
		0	0	0	0	0	0	0	\$ 23,910.00	
Special Services										
A. Construction Observation/ Resident Project Representative (RPR)										
i.	Full Time RPR 130 calendar days, 20 weeks, 50hr/week						1000		\$ 114,700.00	
Task Subtotal										
		0	0	0	0	0	1000	0	\$ 114,700.00	
B. Quality Assurance Testing										
i.	Quality Assurance Testing								See Proposal	
Task Subtotal										
		0	0	0	0	0	0	0	\$ 70,825.00	
C. Erosion Control Inspections & Reporting										
i.	Erosion Control Inspections & Reporting								See Proposal	
Task Subtotal										
		0	0	0	0	0	0	0	\$ 10,800.00	
TOTAL HOURS/CATEGORY:		35	6	425	193	0	1000	124	\$ 366,056.26	
SUBTOTAL:		\$ 366,056.00								ROUNDED LABOR TOTAL: \$ 366,056.00
DIRECT EXPENSES:		\$30,482.00								
SUBCONSULTANT EXPENSES:		\$ -								
GRAND TOTAL:		\$ 396,538.00								
Task Breakdown										
				Labor	Expense		Total			
<i>Basic</i>	A. Project Management and Grant Administration	\$ 29,321.00	\$ 690.00	\$	\$	\$	\$	\$	\$ 30,011.00	
	B. Construction Administration (Civil)	\$ 116,500.00	\$ 5,967.00	\$	\$	\$	\$	\$	\$ 122,467.00	
	C. Construction Administration (Electrical)	\$ 23,910.00	\$ -	\$	\$	\$	\$	\$	\$ 23,910.00	
<i>Special</i>	A. Construction Observation (RPR)	\$ 114,700.00	\$ 23,825.00	\$	\$	\$	\$	\$	\$ 138,525.00	
	B. Quality Assurance Testing	\$ 70,825.00	\$ -	\$	\$	\$	\$	\$	\$ 70,825.00	
	C. Erosion Control Inspections and Reporting	\$ 10,800.00	\$ -	\$	\$	\$	\$	\$	\$ 10,800.00	
				GRAND TOTAL		\$ 396,538.00				

ATTACHMENT 'B' - DIRECT EXPENSES

PROJECT DESCRIPTION: CEU Runway Pavement Rehab (Construction Phase)

PREPARED BY: Jason Kennedy / WK Dickson & Co., Inc.

WBS NUMBER:

DATE PREPARED: 4-27-2022

GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION	UNIT COST		
DIRECT EXPENSES	<u>I. BASIC SERVICES</u>					
	A. Project Management and Grant Admin.					
			2 Trip(s) @	600 miles @	\$0.575	\$690.00
			A. Project Management and Grant Admin.			\$690.00
	B. Construction Administration*					
		Pre Construction Meeting	1 Trip(s) @	600 miles @	\$0.585	\$351.00
		Progress Meetings	10 Trip(s) @	600 miles @	\$0.585	\$3,510.00
		Pre-Paving Meeting	1 Trip(s) @	600 miles @	\$0.585	\$351.00
		Site Visits for construction Milestones	3 Trip(s) @	600 miles @	\$0.585	\$1,053.00
		Pre-Final Inspection	1 Trip(s) @	600 miles @	\$0.585	\$351.00
		Final Inspection	1 Trip(s) @	600 miles @	\$0.585	\$351.00
		<i>*All Trips reflect Raleigh NC to CEU unless noted otherwise</i>				
				B. Construction Administration		\$5,967.00
	DIRECT EXPENSES	<u>II. SPECIAL SERVICES</u>				
		A. Construction Observation/ Resident Project Representative (RPR)				
Full Time RPR for 130 Days, 20 weeks at 40 hr/week						
		Weekly Travel to the site	20 Trip(s) @	200 miles @	\$0.585	\$2,340.00
		Weekly Travel at the site	20 Trip(s) @	50 miles @	\$0.585	\$585.00
		Hotel(5 nights /week)	100 Nights of Lodging		\$150.00	\$15,000.00
		Per Diem	100 Days		\$59.00	\$5,900.00
				A. Construction Observation/ Resident Project Representat		\$23,825.00
DIRECT EXPENSES TOTAL					\$30,482.00	
SUBCONSULTANT EXPENSES	<u>Subconsultant Expenses</u>					
		Construction Administration (Electrical)			\$	23,910.00
		Quality Assurance Testing			\$	70,825.00
		Erosion Control Inspections			\$	10,800.00
SUBCONSULTANT EXPENSES TOTAL					\$ 105,535.00	



**Construction Administration Support
Runway Pavement Rehabilitation**

- A. **CONSTRUCTION ADMINISTRATION (CA):** Construction Administration services for the project will be provided by CONSULTANT. Construction Administration services shall include the following:
- Complete a in depth review of Release for Construction plans and specs designed, signed and sealed by WK Dickson.
 - Attend Pre-Construction meeting and complete an initial site visit as scheduled by the Airport / WKD.
 - Complete two (2) site visits with the OWNER to review construction. The site visit will be a visual review of the construction activities.
 - Review and recommend responses for (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit.
 - Review and recommend responses to request for information from the Contractor.
 - Provide quality check review and markups for change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design, recommended to OWNER by WK Dickson. Review estimates of cost or savings from proposed order(s). Review change order(s) along with basis for recommendations.
 - Attend final walk through at or near the end of the project as scheduled by the Airport / WKD.
- B. **MISCELLANEOUS**
1. All work not specifically stated in this scope of work is excluded.
For clarity, a list of exclusion is show below:
 - a. Any permitting
 - b. Electrical Construction Inspection Services
 - c. Sub-Surface evaluation of electrical items
 - d. Electrical Testing
 - e. Final Responses for Shop Drawings and RFIs
 - f. Signed and Sealed Change Orders
 - g. AutoCAD work for any required Change Orders
 - h. Record Drawings to be provided by Engineer of Record

The above list is not all inclusive.



C. DELIVERABLES

- Field reports during site visits during construction
- Recommend responses for electrical shop drawings
- Recommend responses for RFIs
- Review and markups of Change Order documents provided by WK Dickson, as required
- Electrical Punchlist of Final Walkthrough

D. PROJECT FEE

The total fee to perform the scope of services described herein is *shown in the attached* man-hour / task break as a hourly not to exceed.

END OF SCOPE OF SERVICES

Oconee Regional Airport
 Construction Administration Support
 Runway Pavement Rehabilitation - Rev(1)



DESCRIPTION	PROJECT MANAGER		SR, ENGINEER		PROJECT ENGINEER		Admin		Total Labor	
	Rate: \$ 125		Rate: \$ 100		Rate: \$ 57		Rate: \$ 52			
	MH	COST	MH	COST	MH	COST	MH	COST	MH	COST
Construction Admin										
Review "Released for Construction" Plans and Specs	8	\$ 1,000	20	\$ 2,000	0	\$ -	0	\$ -	28	\$ 3,000
Recommend Responses for Electrical Shop Drawings	8	\$ 1,000	40	\$ 4,000	0	\$ -	0	\$ -	48	\$ 5,000
Recommend Responses for RFIs	12	\$ 1,500	50	\$ 5,000	20	\$ 1,140	0	\$ -	82	\$ 7,640
QC and Markups for Change Orders	4	\$ 500	20	\$ 2,000	10	\$ 570	0	\$ -	34	\$ 3,070
Attend Pre-Construction Meeting	0	\$ -	12	\$ 1,200	0	\$ -	0	\$ -	12	\$ 1,200
Site Visits / Construction Meetings 2-visits)	0	\$ -	24	\$ 2,400	0	\$ -	0	\$ -	24	\$ 2,400
Final Walk-thru	0	\$ -	16	\$ 1,600	0	\$ -	0	\$ -	16	\$ 1,600
	32	\$ 4,000	182	\$ 18,200	30	\$ 1,710	0	\$ -	244	\$ 23,910

Total \$ 23,910



F&R Proposal No.: 2263-00074

April 25, 2022

Mr. Jason Kennedy, P.E.
WK Dickson & Co., Inc.
720 Corporate Center Drive
Raleigh, NC 27607

**RE: Proposal for Quality Assurance and Testing Services
Oconee County Regional Airport
Pavement Rehabilitation
Oconee County, South Carolina**

Dear Mr. Kennedy:

Froehling & Robertson, Inc. (F&R), is pleased to provide a proposal for the construction materials testing services associated with the Oconee County Regional Airport Pavement Rehabilitation project. A budget estimate is attached to this proposal and is based on the information provided via email to Alex Robinson, P.E. on April 11, 2022. The information included a limited explanation of the requested scope of services.

UNDERSTANDING THE PROJECT

It is our understanding that the Oconee County Regional Airport will require a pavement rehabilitation project. The project will generally consist of the full depth reclamation of the existing pavement system and asphalt pavement of the entire runway. The full set of plans and specification were not provided; however, we understand the main runway and portions of taxiways are planned to be rehabilitated. The existing runway is approximately 5,000 feet long and 100 feet wide. There are six taxiways that range from about 25 to 50 feet wide. We understand that only 50 feet of each taxi lane will be rehabilitated during this project.

SCOPE OF SERVICES

We have assumed that the following phases of work will be scheduled by the contractor on a full time basis for a period of approximately 60 days.

Erosion & Sediment Control Inspections:

- Provide a certified erosion prevention and sediment control inspector (CEPSCI) to observe and document the proper implementation of the erosion and sediment control measures as indicated on the design plans and in accordance with the South Carolina department of environmental quality.
- The inspections will be provided on a weekly basis and after each ½ inch rainfall event, estimated at one additional trip per week throughout the construction process, which is an assumed 130 day time period, for a total of 12 inspections.



P-209 – Crushed Aggregate Base

- Provide engineering technician on a full-time basis to observe and document the placement of crushed aggregate base.
- We have assumed that the contractor will provide all material qualifications and density tests, while the QA engineer will review and document the completion of these tests per the project specifications and recommend sampling locations using randomized locations.
- Observe the excavation of test holes to confirm thickness of aggregate base course stone.
- Observe the surface tolerances as determined by the straight edge method.

P-207 – In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course (ABC)

- Provide engineering technician on a full-time basis to observe and document the pulverization and mixing of FDR.
- We have assumed that the contractor will retrieve two samples of DFR per day of production in the presence of the QA engineer from the un-compacted pulverized material.
- Provide testing of chemically stabilized FDR assuming three tests per day of production. Samples will be cured on-site and subsequently transported to Summit Laboratories for compressive strength testing.
- Observe the excavation of test holes to confirm thickness of FDR.
- Observe the surface tolerances as determined by the straight edge method.
- Perform acceptance testing via nuclear density method for ABC stone.

P-401 – Hot Mix Asphalt (HMA) Pavements

- Provide engineering technician on a full-time basis to observe and document the placement of HMA Pavements.
- Provide random location for core extraction in mats and joints.
- Provide laboratory testing on a full time basis of HMA at the plant during production and following the cutting of cores for the following tests:
 - i. Air voids
 - ii. Mat Density
 - iii. Joint Density
 - iv. Thickness
 - v. Smoothness
 - vi. Grade
 - vii. Stability
 - viii. Flow
- Observe the surface tolerances as determined by the straight edge method.

REPORTING

The results of F&R’s observations and testing will be presented in a Daily Report that will be provided electronically to the designated project team members. When discrepancies are discovered and not immediately corrected, or require the input of the design team, a Discrepancy Notice will be issued and listed on a Discrepancy Log to track the item through resolution. The Discrepancy Log will be issued electronically to the project team. Laboratory testing reports will be issued immediately upon completion of the laboratory test and field tests will be reviewed and issued within 24-hours of testing by a professional engineer.



STAFFING ASSUMPTIONS AND BUDGET ESTIMATE

F&R has prepared the attached QA testing Budget Estimate based on the provided information. The following staffing assumptions are considered approximate:

Full Depth Reclamation Asphalt Placement:

- An Engineering Technician is estimated to be on site for approximately 25 days on a full-time basis (averaging 50 hours per week) to perform the testing and inspections associated with FDR and asphalt placement.
- Provide the following laboratory testing and acceptance testing (207-3.4 Grading and Compaction and 207-3.10 Density Testing):
 - Six (6) Samples – FDR Modified Proctors
 - Six (6) Samples – Aggregate Base Course Sieve and Modified Proctors
 - Forty-five (45) – Soil/Cement Pills

HMA Plant Production:

- An Engineering Technician is estimated to be at the HMA plant for approximately 10 days on a full-time basis (averaging 50 hours per week) to perform the testing and inspections associated with the mixing and placement of asphalt.
- According to standard P-401 specifications we have assumed that the HMA plant will provide all necessary means and methods to perform the required testing for bulk density and cut cores. Additionally, we understand the contractor will provide necessary materials to cut cores from the mat and joints as required.

Miscellaneous Inspections:

- A Professional Engineer is estimated to make 10 trips to the site at 8 hours/trip to attend site meeting and observe the construction means and methods.

Project Management:

- F&R has included 25 hours of staff engineer time for field assistance as needed.
- F&R has included an additional one hour per day of project management per day of production.

For the presented scope of services, F&R's estimated fee for providing **Quality Assurance Services is \$81,625.00**. The attached Budget Estimate presents an itemized breakdown of the estimated fees including unit rates and estimated quantities. This is an estimate and not a lump sum fee; actual charges will be invoiced on a time and materials basis in accordance with the provided unit rates and will be based heavily on the contractors' efficiency, construction schedule and other factors such as weather, delays, and postponements. However, we will not exceed the estimated cost amount without your prior approval.

CLOSING

F&R has been serving the design and construction communities for more than 135 years. It is our mission to provide quality services to our clients in a cost effective manner. As our current and past clients will attest, our long-established track record of client responsiveness, technical expertise, and innovative approaches have made us a well-respected consulting firm in the community.



We appreciate the opportunity to submit this proposal for this project. Please do not hesitate to contact us if you have any questions regarding this proposal or need additional information or assistance.

If this proposal is acceptable, please execute the attached Agreement for Engineering Services and return a copy to us for our records.

Sincerely,
FROEHLING & ROBERTSON, INC.

Alexander B. Robinson, P.E.
Charlotte Branch Manager

ABR

Attachments: Additional Notes
 Budget Estimate

Email Distribution: jkennedy@wkdickson.com

F:\Proposals 2022\2263 CMT\2263-00074 (WK Dickson - Oconee Co Pavement Rehabilitation)\2263-00074 (WK Dickson - Oconee Co Pavement Rehabilitation) - Proposal.docx



ADDITIONAL NOTES

1. Travel time will be billed portal to portal from the Charlotte office. Mileage will be billed as a flat rate trip charge. However, we have included per diem to help reduce these costs.
2. Overtime is considered as time in excess of eight (8) hours on site per day or on weekends or holidays. Overtime is charged at 1.5 times the regular time rate.
3. Premium time is determined to be all off-hours worked between 5:00 PM and 7:00 AM. For field services provided during off-hours, premium time is charged at 1.5 times the applicable hourly time rate.
4. Services are to be scheduled at least 24 hours (1 business day) in advance. F&R will make reasonable efforts to provide services when short notice is provided; however, services cannot be guaranteed.
5. A minimum charge of 3 hours will be assessed for site visits, including cancellations, except for sample pick-ups.
6. Time spent obtaining security badges or site clearance documentation will be billed at the applicable hourly rate.
7. Services not specifically listed can be provided upon request. Rates for services will be in agreement with and authorized by our client before any additional services are performed.
8. We have assumed parking is readily available on-site at no additional cost. Should off-site parking be required, F&R will invoice our client for parking fees at cost.
9. Project management includes review of the project plans and specifications applicable to our services, supervision of our field and laboratory personnel, project scheduling and coordination, management of the project documentation and reporting. As required of a professional engineering firm and accredited engineering laboratory, our testing and observations are completed under the review and supervision of a professional licensed engineer. Time applied to project management and professional engineering review and supervision will be billed on an hourly basis.
10. Our services are highly dependent on the work and progress of others. F&R cannot guarantee any estimate provided. F&R will invoice for services provided as authorized by our client. Throughout the course of a project, F&R will work closely with our client to manage our services, according to the established budget for services. F&R will not provide services exceeding the established budget without authorization and written approval from our client.
11. The quoted rates are subject to change if this proposal is not accepted within 60 days from the date issued.
12. If services or equipment not listed is requested, they will be provided in accordance with the prevailing unit price at the time of the request.
13. Our proposal is based on F&R's "Standard Agreement for Engineering Services," inclusive. Mutually confirmed modifications to F&R's "Standard Agreement for Engineering Services" or to an alternative form of agreement may necessitate adjustments to our unit rates.



COST ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES
Oconee County Regional Airport - Pavement Rehabilitation

Date: April 18, 2022
F&R Proposal No.: 2263-00074
Project Owner: WK Dickson
Location: Oconee County, South Carolina

<u>CMT SERVICES</u>	<u>UNIT RATE</u>	<u>UNITS</u>	<u>ESTIMATED</u>		<u>ESTIMATED</u>	<u>ESTIMATED</u>
			<u>VISITS</u>	<u>HOURS (PER VISIT)</u>		
<u>1.0 Full Depth Reclamation and Paving</u>						
1.1 Senior Technician (Reg. Time)	\$ 80.00	hr.	25	8	200	\$ 16,000.00
1.2 Senior Technician (Overtime)	\$ 96.00	hr.	25	2	50	\$ 4,800.00
1.3 Density Gauge Usage	\$ 15.00	day	25	-	25	\$ 375.00
1.4 Per Diem	\$ 125.00	day	25	-	60	\$ 7,500.00
1.5 Trip Charge	\$ 200.00	ea.	5	-	5	\$ 1,000.00
					Subtotal	\$ 29,675.00
<u>2.0 Asphalt Plant Inspection and Testing</u>						
2.1 Senior Technician (Reg. Time)	\$ 80.00	hr.	10	8	80	\$ 6,400.00
2.2 Senior Technician (Overtime)	\$ 96.00	hr.	10	2	20	\$ 1,920.00
2.4 Per Diem	\$ 125.00	day	10	-	60	\$ 7,500.00
2.5 Trip Charge	\$ 200.00	ea.	3	-	3	\$ 600.00
					Subtotal	\$ 16,420.00
<u>3.0 CEPSCI Inspections</u>						
3.1 CEPSCI Inspection (Once Per Week)	\$ 500.00	ea.	12	-	12	\$ 6,000.00
3.2 CEPSCI Inspections (Rain Allowance - Once Per Week)	\$ 500.00	ea.	6	-	6	\$ 3,000.00
3.3 Trip Charge	\$ 100.00	ea.	18	-	18	\$ 1,800.00
					Subtotal	\$ 10,800.00
<u>4.0 Laboratory Services</u>						
4.1 Soil/Cement Design	\$ 750.00	ea.	-	-	6	\$ 4,500.00
4.2 Aggregate Base Course Modified Proctors	\$ 300.00	ea.	-	-	6	\$ 1,800.00
4.3 Full Sieve Analysis	\$ 100.00	ea.	-	-	6	\$ 600.00
4.4 Soil Cement Pill Testing	\$ 50.00	ea.	15	3	45	\$ 2,250.00
					Subtotal	\$ 9,150.00
<u>5.0 Project Management & Administration</u>						
5.1 Staff Engineer	\$ 110.00	hr.	-	-	25	\$ 2,750.00
5.2 Project Administration (clerical)	\$ 65.00	hr.	-	-	5	\$ 325.00
5.3 Professional Engineer	\$ 145.00	hr.	-	-	25	\$ 3,625.00
5.4 Senior Engineer (Assumes 6 Site Visits)	\$ 185.00	hr.	-	-	48	\$ 8,880.00
					Subtotal:	\$ 15,580.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2022

ITEM TITLE:

Procurement #: ITB 21-17 Title: Airport Runway Pavement Rehabilitation Department: Airport

Amount:	FAA 90%	\$5,919,480.00
	State 5%	\$328,860.00
	County 5%:	<u>\$328,860.00</u>
Project Award:		\$6,577,200.00
Contingency (10%):		<u>\$657,720.00</u>
Total Award:		\$7,234,920.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget: **\$ 7,234,920.00** Project Cost: **\$7,234,920.00** Balance: **\$0.00** Finance Approval: _____

Airport Runway Pavement Rehabilitation Grant Funding, contingent on approval of supplemental appropriation Ordinance No. 2022-19.

BACKGROUND DESCRIPTION:

This construction contract consists of furnishing all labor, materials and equipment needed for the Rehabilitation of the Runway Pavement at the Oconee County Regional Airport. The existing runway pavement is beyond its usable life. Localized pavement failure throughout the runway has recently required brief airport closures for emergency pavement repairs. This construction project will consist of: removing existing surface course pavement and constructing new asphalt surface course for the entire runway and connector taxiways inside the runway safety area (RSA) in accordance with FAA design and construction requirements.

On April 26, 2022, formal sealed bids were opened. Twenty-nine (29) companies were notified of this bid opportunity and there were (5) five General Contractor companies on the plan holders list. One bid was received from Rogers Group, Inc., of Greer, SC, in the amount of \$6,577,200.00.

The FAA approved \$6,577,200.00 for this project. A 10% contingency has been added to this amount for a total award amount of \$7,234,920.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

W. K. Dickson assisted the County with submitting the grant application requesting funding for this construction. The grant application was submitted on May 3, 2022. A verbal award notice from the FAA was received on June 17, 2022. This approval request is pending the written Grant Award Letter from the FAA.

The FAA will pay 90% (\$5,919,480.00) of the actual construction costs; SCAC will pay 5% (\$328,860.00); and the County will pay 5% (\$328,860.00). If a change order is requested and approved by the FAA, the FAA will pay 90%, the SCAC will pay 5%, and the County will match 5% of said Change Order.

The County is required to provide 5% match for this grant. This request includes a request for Council approval to commit matching funds in the amount of \$328,860.00 for this project. (Approval to accept grants funding is included, prior to this action item, on the Agenda for this meeting.)

ATTACHMENT(S):

1. Recommendation letter from W. K. Dickson
2. Official Bid Tab from W. K. Dickson

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

- 1.) Approve the award of ITB 21-17 to Rogers Group, Inc., of Greer, SC in the amount of \$6,577,200.00, with a 10% contingency of \$657,720.00, for a total award of \$7,234,920.00, pending written grant award and contingent on approval of supplemental appropriation Ordinance No. 2022-19.
- 2.) Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

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

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.



June 29, 2022

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

**RE: Oconee County Regional Airport
Runway Pavement Rehabilitation
WKD Project No. 20210630.00.CA
Contract Award Recommendation**

Dear Ms. Brock,

We have reviewed the enclosed Bid Tabulation prepared for the *Runway Pavement Rehabilitation* project at the Oconee County Regional Airport, as well as the bid package submitted on April 26th, 2022. One bid was received by the Rogers Group, Inc. and pricing for two pavement rehabilitation methods were submitted with the bid. Pricing submitted by Rogers Group Inc. reflect a total price for the Base Bid (Full Depth Reclamation method) of \$6,983,265 and the Bid Alternate #1 (Mill and Overlay method) a total price of \$6,577,200.

Two pavement rehabilitation alternatives were included in the bid documents to determine which method is most economical. Based on the bid results, Bid Alternate #1 (Mill and Overlay) is more cost effective and has been selected as the recommended bid schedule.

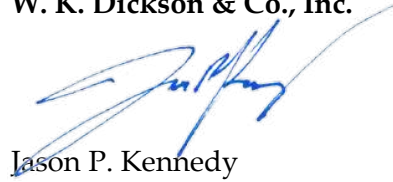
As of the date of this letter, Rogers Group Inc. has an active South Carolina general contractor license and is a prequalified SCDOT contractor. Rogers' proposal includes a 7.5% Disadvantaged Business Enterprise (DBE) participation. This participation does not meet the project goal, however Rogers Group provided a summary explanation of the good faith efforts spent towards meeting the project goal.

Based on this information, we recommend that Oconee County award the subject contract in the amount of \$6,577,200 to Rogers Group Inc.

We appreciate the opportunity to provide this service for Oconee County and the Oconee County Regional Airport, and we are available to answer any questions you may have.

Sincerely,

W. K. Dickson & Co., Inc.



Jason P. Kennedy

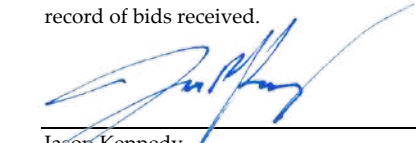
enclosure

cc: Jeff Garrison – Oconee County Regional Airport
Melinda Cox – Oconee County Regional Airport
Tronda Popham – Oconee County

BID TABULATION SHEET

OWNER: Oconee County Regional Airport
PROJECT: Runway Pavement Rehabilitation
LOCATION: Oconee County Procurement Dept., 415 South Pine Street, Walhalla, SC 29691
DATE: 26-Apr-22

I Certify that this is a true and corrected record of bids received.


 Jason Kennedy
 W.K. Dickson & Co., Inc.
 Raleigh, N.C.

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					ROGERS GROUP, INC.	
Address:					1880 S Hwy 14 Greer, SC 29650	
License Number/Bid Bond					GA License No.	119294
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID: FULL DEPTH RECLAMATION (FDR)						
1	C-100-1	Contractor Quality Control Program (CQCP)	1	LS	\$ 175,000.00	\$ 175,000.00
2	C-102-1	Temporary Construction Entrance (Installation, Maintenance, and Removal)	1	EA	\$ 30,000.00	\$ 30,000.00
3	C-102-2	Temporary Compost Filter Sock, 8" dia. (Installation, Maintenance, and Removal)	10,500	LF	\$ 12.50	\$ 131,250.00
4	C-102-3	Temporary Filter Sock Inlet Protection (Installation, Maintenance, and Removal)	14	EA	\$ 600.00	\$ 8,400.00
5	C-102-4	Temporary Seeding and Mulching	5	AC	\$ 2,000.00	\$ 10,000.00
6	C-105-1	Mobilization (10% Maximum)	1	LS	\$ 650,000.00	\$ 650,000.00
7	P-101-1	Full Depth Pavement Removal	1,600	SY	\$ 45.00	\$ 72,000.00
8	P-101-2	Profile Milling	16,030	SY	\$ 4.50	\$ 72,135.00
9	P-101-3	Asphalt Cold Milling (0-2")	200	SY	\$ 35.00	\$ 7,000.00
10	P-101-4	Asphalt Cold Milling (2-4")	44,040	SY	\$ 6.00	\$ 264,240.00
11	P-101-5	Placement of Millings on Existing Access Roads (6" Deep)	8,000	SY	\$ 3.50	\$ 28,000.00
12	P-101-6	Placement of Millings on New Access Roads (8" Deep)	8,000	SY	\$ 18.00	\$ 144,000.00
13	P-101-7	Placement of Millings in Onsite Stock Pile	1,480	CY	\$ 18.00	\$ 26,640.00
14	P-101-8	Disposal of Millings Offsite	510	CY	\$ 10.00	\$ 5,100.00
15	P-152-1	Unclassified Excavation	2,000	CY	\$ 50.00	\$ 100,000.00
16	P-152-2	Unsuitable Material Excavation	1,000	CY	\$ 65.00	\$ 65,000.00
17	P-207-1	In-place Full-Depth Recycled (FDR) Asphalt Aggregate Base Course	44,100	SY	\$ 15.00	\$ 661,500.00
18	P-207-2	Portland Cement	1,400	TN	\$ 350.00	\$ 490,000.00
19	P-401-1	Hot Mix Asphalt, Surface Course (4" Depth)	14,420	TN	\$ 225.00	\$ 3,244,500.00
20	P-602-1	Emulsified Asphalt Prime Coat	11,100	GAL	\$ 8.00	\$ 88,800.00
21	P-603-1	Emulsified Asphalt Tack Coat	3,900	GAL	\$ 6.00	\$ 23,400.00
22	P-605-1	Asphalt Crack Sealing	3,000	LF	\$ 3.50	\$ 10,500.00
23	P-620-1	Pavement Markings, Temporary, White	62,000	SF	\$ 1.05	\$ 65,100.00
24	P-620-2	Pavement Markings, Temporary, Yellow	2,000	SF	\$ 1.05	\$ 2,100.00
25	P-620-3	Pavement Markings, Temporary, Black	200	SF	\$ 1.05	\$ 210.00
26	P-620-4	Pavement Markings, Permanent, White	62,000	SF	\$ 1.15	\$ 71,300.00
27	P-620-5	Pavement Markings, Permanent, Yellow	2,000	SF	\$ 1.00	\$ 2,000.00
28	P-620-6	Pavement Markings, Permanent, Black	200	SF	\$ 1.15	\$ 230.00
29	T-901-1	Permanent Grassing (Including Seed, Lime, Fertilizer, and Mulch)	5	AC	\$ 3,000.00	\$ 15,000.00
30	T-904-1	Permanent Sodding	11,800	SY	\$ 10.00	\$ 118,000.00
31	T-905-1	Topsoil Obtained Onsite	3,900	CY	\$ 50.00	\$ 195,000.00
32	T-905-2	Topsoil Obtained Offsite	1,000	CY	\$ 75.00	\$ 75,000.00

BID TABULATION SHEET

OWNER: Oconee County Regional Airport

PROJECT: Runway Pavement Rehabilitation

LOCATION: Oconee County Procurement Dept., 415 South Pine Street, Walhalla, SC 29691

DATE: 26-Apr-22

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					ROGERS GROUP, INC.	
Address:					1880 S Hwy 14 Greer, SC 29650	
License Number/Bid Bond					GA License No.	119294
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
33	L-108-1	Remove Existing 5kV Cable	1,400	LF	\$ 1.10	\$ 1,540.00
34	L-108-2	Install 1/C, #8 AWG, L-824C, 5kV Cable installed by Direct Earth Bury, in Trench, Ductbank, or Conduit	1,600	LF	\$ 3.50	\$ 5,600.00
35	L-108-3	Install New L-830 Isolation Xfmr, Complete	14	EA	\$ 200.00	\$ 2,800.00
36	L-108-4	Install Additional L-823 Cable Splice Connector Kit, Complete	14	EA	\$ 125.00	\$ 1,750.00
37	L-108-5	Install Additional CU Clad Ground Rod, 3/4" x 10' (contingency in the event a single rod will not suffice)	14	EA	\$ 160.00	\$ 2,240.00
38	L-108-6	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench	1,600	EA	\$ 1.50	\$ 2,400.00
39	L-125-1	Remove, Store and Reinstall existing Runway End Light	16	EA	\$ 145.00	\$ 2,320.00
40	L-125-2	Relocate Existing Taxiway Edge Light (Stake Mounted)	12	EA	\$ 715.00	\$ 8,580.00
41	L-125-3	Relocate Existing Taxiway Edge Light (Base Mounted)	1	EA	\$ 3,000.00	\$ 3,000.00
42	L-125-4	Raise Existing Edge Light (Base Mounted)	1	EA	\$ 550.00	\$ 550.00
43	L-125-5	Lower Existing Edge Light (Base Mounted)	4	EA	\$ 1,075.00	\$ 4,300.00
44	L-125-6	Adjust Existing Edge Light (Stake Mounted)	5	EA	\$ 260.00	\$ 1,300.00
45	L-125-7	New Taxiway Edge Light (Stake Mounted)	9	EA	\$ 720.00	\$ 6,480.00
46	Plans	Pavement Sawcut Grooving	44,500	SY	\$ 2.00	\$ 89,000.00
BASE BID TOTAL:						\$ 6,983,265.00

BID ALTERNATE #1: MILL AND OVERLAY						
1	C-100-1	Contractor Quality Control Program (CQCP)	1	LS	325,000.00	\$325,000.00
2	C-102-1	Temporary Construction Entrance (Installation, Maintenance, and Removal)	1	EA	30,000.00	\$30,000.00
3	C-102-2	Temporary Compost Filter Sock, 8" dia. (Installation, Maintenance, and Removal)	10,500	LF	12.50	\$131,250.00
4	C-102-3	Temporary Filter Sock Inlet Protection (Installation, Maintenance, and Removal)	14	EA	600.00	\$8,400.00
5	C-102-4	Temporary Seeding and Mulching	5	AC	2,000.00	\$10,000.00
6	C-105-1	Mobilization (10% Maximum)	1	LS	640,000.00	\$640,000.00
7	P-101-1	Full Depth Pavement Removal	1,600	SY	45.00	\$72,000.00
8	P-101-2	Profile Milling	31,900	SY	4.50	\$143,550.00
9	P-101-4	Asphalt Cold Milling (2-4")	28,160	SY	6.00	\$168,960.00
10	P-101-5	Placement of Millings on Existing Access Roads (6" Deep)	8,000	SY	3.50	\$28,000.00
11	P-101-6	Placement of Millings on New Access Roads (8" Deep)	8,000	SY	18.00	\$144,000.00
12	P-101-7	Placement of Millings in Onsite Stock Pile	1,480	CY	18.00	\$26,640.00
13	P-101-8	Disposal of Millings offsite	510	CY	10.00	\$5,100.00
14	P-152-1	Unclassified Excavation	2,000	CY	50.00	\$100,000.00
15	P-152-3	Unsuitable Material Excavation (Backfill with P-209 stone)	3,000	CY	65.00	\$195,000.00
16	P-209-1	Crushed Aggregate Base Course	3,100	CY	165.00	\$511,500.00

BID TABULATION SHEET

OWNER: Oconee County Regional Airport

PROJECT: Runway Pavement Rehabilitation

LOCATION: Oconee County Procurement Dept., 415 South Pine Street, Walhalla, SC 29691

DATE: 26-Apr-22

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

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18	P-401-1	Hot Mix Asphalt, Surface Course (4" Depth)	14,420	TN	225.00	\$3,244,500.00
19	P-602-1	Emulsified Asphalt Prime Coat	7,100	GAL	8.00	\$56,800.00
20	P-603-1	Emulsified Asphalt Tack Coat	3,900	GAL	6.00	\$23,400.00
21	P-605-1	Asphalt Crack Sealing	6,000	LF	3.50	\$21,000.00
22	P-620-1	Pavement Markings, Temporary, White	62,000	SF	1.05	\$65,100.00
23	P-620-2	Pavement Markings, Temporary, Yellow	2,000	SF	1.05	\$2,100.00
24	P-620-3	Pavement Markings, Temporary, Black	200	SF	1.05	\$210.00
25	P-620-4	Pavement Markings, Permanent, White	62,000	SF	1.15	\$71,300.00
26	P-620-5	Pavement Markings, Permanent, Yellow	2,000	SF	1.15	\$2,300.00
27	P-620-6	Pavement Markings, Permanent, Black	200	SF	1.15	\$230.00
28	T-901-1	Permanent Grassing (Including Seed, Lime, Fertilizer, and Mulch)	5	AC	3,000.00	\$15,000.00
29	T-904-1	Permanent Sodding	11,800	SY	10.00	\$118,000.00
30	T-905-1	Topsoil Obtained Onsite	3,900	CY	50.00	\$195,000.00
31	T-905-2	Topsoil Obtained Offsite	1,000	CY	75.00	\$75,000.00
32	L-108-1	Remove Existing 5kV Cable	1,400	LF	1.10	\$1,540.00
33	L-108-2	Install 1/C, #8 AWG, L-824C, 5kV Cable installed by Direct Earth Bury, in Trench, Ductbank, or Conduit	1,600	LF	3.50	\$5,600.00
34	L-108-3	Install New L-830 Isolation Xfmr, Complete	14	EA	200.00	\$2,800.00
35	L-108-4	Install Additional L-823 Cable Splice Connector Kit, Complete	14	EA	125.00	\$1,750.00
36	L-108-5	Install Additional CU Clad Ground Rod, 3/4" x 10' (contingency in the vent a single rod will not suffice)	14	EA	160.00	\$2,240.00
37	L-108-6	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench	1,600	EA	1.50	\$2,400.00
38	L-125-1	Remove, Store and Reinstall existing Runway End Light	16	EA	145.00	\$2,320.00
39	L-125-2	Relocate Existing Taxiway Edge Light (Stake Mounted)	12	EA	715.00	\$8,580.00
40	L-125-3	Relocate Existing Taxiway Edge Light (Base Mounted)	1	EA	3,000.00	\$3,000.00
41	L-125-4	Raise Existing Edge Light (Base Mounted)	1	EA	550.00	\$550.00
42	L-125-5	Lower Existing Edge Light (Base Mounted)	4	EA	1,075.00	\$4,300.00
43	L-125-6	Adjust Existing Edge Light (Stake Mounted)	5	EA	260.00	\$1,300.00
44	L-125-7	New Taxiway Edge Light (Stake Mounted)	9	EA	720.00	\$6,480.00
45	Plans	Pavement Sawcut Grooving	44,500	SY	2.00	\$89,000.00
BID ALTERNATE #1 TOTAL:						\$6,577,200.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2022

ITEM TITLE:

Title: W.K. Dickson Work Authorization #1

Department(s): Airport

(Airport Runway Pavement Rehabilitation Construction Admin and Observation)

Amount: FAA 90% \$ 356,884.20

State 5% \$ 19,826.90

County 5% \$ 19,826.90

Project Award: \$ 396,538.00

Contingency 10%: \$ 39,653.80

Total Award: \$436,191.80

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Finance Approval: _____

Budget: **\$436,191.80** Project Cost: **\$436,191.80**

Balance: \$0.00

Airport Runway Pavement Rehabilitation Grant Funding, Contingent on approval of supplemental appropriation Ordinance No. 2022-19.

BACKGROUND DESCRIPTION:

Oconee County, the Federal Aviation Administration (FAA), and the SC Aeronautics Commission (SCAC) have worked in conjunction for many years for the continued improvement of the Oconee County Regional Airport, including, but not limited to, the following projects:

- On August 24, 2021, The County accepted Grant Offer AIP 3-45-0016-030-2021, Rehabilitate Runway 7/25 Design, and
- On October 19, 2021, Council approved the award of WK Dickson WA# 7 (under RFP 16-07 Airport Engineering Services) which included BE Project Update, Project Development, Engineering Design, permitting, Bid Phase Services, Professional Services for Field Surveys, and Geotechnical Investigations associated with the rehabilitation of existing asphalt runway 7/25, and
- On February 1, 2022, Council approved the award of RFP 21-08 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed.

W.K Dickson Work Authorization WA# 1(Under RFP 21-08 Airport Engineering Services), in the amount of \$396,538.00, includes professional services for construction administration (CA) and construction observation (CO) for the Airport Runway Rehabilitation project.

Staff is requesting a 10% contingency in the amount of \$39,653.80 (FAA 90%; \$35,688.42, SCAC 5%: \$1,982.69, County 5%; \$1,982.69). This would be to cover any engineering and construction monitoring for additional or unforeseen items that may come up during the project. If a change order is requested, it would be accepted by the FAA prior to being approved by the County. (Approval to accept grant funding is included, prior to the action item, on the Agenda for this meeting.)

SPECIAL CONSIDERATIONS OR CONCERNS:

The funding for these services were included as part of the FAA Airport Improvement Program Project; Runway Pavement Rehabilitation. This award is pending receipt of FAA offer / award letter.

ATTACHMENT(S):

Work Authorization #1 W.K. Dickson & Co., Inc.

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

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

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

- 1.) Approve Work Authorization #1 from W.K Dickson & Co., Inc. for professional services for construction administration (CA) and construction observation (CO) for the Airport Runway Rehabilitation project in the amount of \$ 396,538.00, plus a 10% contingency in the amount of \$39,653.80 for a total award of \$436,191.80, pending Grant Award Letter and contingent on approval of supplemental appropriation Ordinance # 2022-19.

- 2.) Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

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

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

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

WORK AUTHORIZATION # 1

April 27, 2022

**IN ACCORDANCE WITH
GENERAL SERVICES AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN OWNER AND CONSULTANT
Dated: February 2, 2022**

**RUNWAY PAVEMENT REHABILITATION
CONSTRUCTION PHASE SERVICES (AGREEMENT)
Oconee County Airport (CEU), Seneca, South Carolina**

This Work Authorization, made and entered into this ____ day of _____, 2022, by and between the OWNER:

Oconee County
415 South Pine Street,
Walhalla, South Carolina 29691

and the CONSULTANT:

W.K. Dickson & Co., Inc.
1320 Main Street, Suite 400
Columbia, South Carolina 29201

Amends the AGREEMENT executed by and between the parties hereto on the 2nd day of February 2022, into which this Work Authorization is hereby incorporated and made a part hereof, to specify the following:

Project Overview

The OWNER wishes the CONSULTANT to provide professional engineering services for the construction of the Runway Pavement Rehabilitation Project at the Oconee County Regional Airport (CEU). Design and bidding for this project was previously completed by the CONSULTANT as defined in Work Authorization #7 dated September 3, 2021. The OWNER wishes for the CONSULTANT to provide project management and grant administration, construction administration, construction observation (CA/CO), Quality Assurance Testing and Erosion Control Inspection services related to the construction of the project. These services are described in further detail below.

Scope of Services

1. BASIC SERVICES



A. Project Management and Grant Administration

The CONSULTANT shall provide the following work tasks

- i. Prepare the necessary scopes of work and work authorizations.
- ii. Prepare the project Grant Application package on the County's behalf; and submit to the Federal Aviation Administration (FAA) and the South Carolina Aviation Commission (SCAC).
- iii. Coordinate with the FAA and SCAC for acceptance of grant application
- iv. Routine monthly Project Management Tasks (invoicing, scheduling, etc.)
- v. Subconsultant management (invoicing, scheduling, etc.)
- vi. Routine monthly coordination with OWNER
- vii. Assist the OWNER with preparation of monthly grant draw requests to the FAA and SCAC.
- viii. Assist the OWNER with preparation of Quarterly reporting to the FAA.
- ix. Prepare Grant close-out documentation and submittal to FAA.

B. Construction Administration (Civil)

The CONSULTANT will provide the following elements:

- i. Prepare and provide copies of the conformed contract for routing to contractor. Review and recommend execution of the conformed contract to the OWNER.
- ii. Prepare Construction Management Program in accordance with AC 150/5370-12B.
- iii. Prepare for, attend, and conduct a pre-construction meeting, including field review of construction elements and project sites and the subsequent preparation and distribution of meeting minutes.
- iv. Prepare for, attend, conduct and issue meeting minutes for periodic construction meetings. Two (2) meetings per month are accounted for in this scope of work.
- v. Review and process materials and shop drawing submittals.
- vi. Review and process contractor pay requests and recommend payment to OWNER.
- vii. Provide ongoing consultation to the OWNER regarding status of construction and facilitate communication with the contractor.
- viii. Provide ongoing oversight and coordination of work performed by subconsultants
- ix. Review and provide responses to Request for Information (RFI's) submitted by the contractor.
- x. Attend Pre-paving conference conducted by contractor.
- xi. Conduct site visit/inspections for critical construction milestones (e.g. inspection of milled pavement surface prior to paving, observation of test strip construction of Full Depth Reclamation (P-207), observation of test strip for Asphalt Pavement (P-401) inspection of runway prior to reopening).
- xii. Make recommendations to the OWNER regarding contract change orders. Preparation of Change Order documents if required.
- xiii. Review contractor's initial project schedule and monitor construction progress.
- xiv. Conduct a pre-final inspection.
- xv. Prepare and distribute an inspection report and final punch list.



- xvi. Conduct a final inspection.
- xvii. Review contractor's final pay application & required project close-out documents. Provided all punch list items are properly addressed by the contractor, recommend payment of final pay application to the contractor by the OWNER.
- xviii. Coordinate the compiling of required project close-out documentation with the contractor and OWNER; and submit said documentation to FAA/SCAC.

C. Construction Administration (Electrical)

Electrical work items for this construction project include relocation of taxiway edge light fixtures and cabling, vertical adjustment of existing taxiway and runway edge lights and installation of new taxiway and runway edge lights, in a few select locations within the project area. Construction Administration for electrical work items will be provided by CONSULTANT and will include the following:

- i. Review and process Electrical shop drawing submittals.
- ii. Provide consultation to the OWNER, as needed, regarding electrical work items and facilitate communication with the contractor.
- iii. Review and provide responses to electrical Request for Information (RFI's) submitted by the contractor.
- iv. Conduct site visit/inspections on an as needed basis,
- v. Make recommendations to the OWNER regarding contract change orders.
- vi. Attend the pre-final inspection, if required.
- vii. Prepare an inspection report and punch list for electrical work items.
- viii. Attended final inspection, if required.

This service will be provided to the CONSULTANT by a subconsultant, Walls Engineering, PLLC. Additional details for this element of work may be found in Attachment C.

2. SPECIAL SERVICES

A. Construction Observation (CO) / Resident Project Representative (RPR)

The CONSULTANT is to provide the following elements:

- i. Provide a full-time representative to perform on-site construction observation of the proposed construction activities (i.e., resident project representative services) for a duration of 130 calendar days (50 hours per week).
- ii. The responsibilities and limitations of the CO/RPR services shall conform to Section IV of the AGREEMENT.
- iii. Attend pre-construction meeting, including review of construction elements and project sites.
- iv. Prepare daily construction observation reports.
- v. Conduct wage rate interviews of contractor and subcontractor personnel.
- vi. Attend periodic construction progress meetings. Two (2) meetings per month are accounted for in this scope of work.



- vii. Review completed pay item quantities with contractor prior to contractor's submittal of a pay request.
- viii. Monitor contractor's project schedule.
- ix. Attend a pre-final inspection.
- x. Assist with preparation of inspection report and final punch list.
- xi. Attend a final inspection to confirm all punch list items have been addressed.

B. Quality Assurance Testing

The CONSULTANT shall provide quality assurance testing for the proposed construction. Testing shall be conducted and documented in accordance with the construction contract for aggregate base course material (P-209), Full Depth Reclamation (P-207) and asphalt pavement (P-401). This service shall be completed by a sub consultant to the CONSULTANT, Foreholding & Robertson, Inc. (F&R). Additional details for this element of work may be found in Attachment D.

C. Erosion Control Inspection & Reporting

The CONSULTANT shall provide the following services to support compliance with the project Erosion and Sedimentation Control Permit issued by SCDHEC.

- i. Provide notification to SCHEC prior to start of construction indicating start of work and anticipated project schedule.
- ii. Conduct weekly erosion control inspection and reporting for a duration of 130 calendar days. Erosion control inspections will be performed weekly by a Certified Erosion Prevention & Sediment Control Inspector (CEPSCI).
- iii. Report inspection findings to the contractor when issues requiring corrective actions are observed.
- iv. Conduct site visits to observe the completion of corrective actions.
- v. Communicate with the contractor to collect information needed to document the completion corrective actions.
- vi. Upon completion of construction, submit request for permit termination and close out to SCDHEC.

This service shall be completed by a sub consultant to the CONSULTANT, Froehling & Robertson, Inc. (F&R). Additional details for this element of work may be found in Attachment D.



FEE SCHEDULE

1. **BASIC SERVICES**

A. Project Management & Grant Admin.	Lump Sum	\$ 30,011.00
B. Construction Administration (Civil)	Lump Sum	\$ 122,467.00
C. Construction Administration (Electrical)	Cost	\$23,910.00
	Basic Services Subtotal	\$176,388.00

2. **SPECIAL SERVICES**

A. Construction Observation	Hourly	\$138,525.00
B. Quality Assurance Testing	Cost	\$70,825.00
C. Erosion Control Inspection & Reporting	Cost	\$10,800.00
	Special Services Subtotal	\$ 220,150.00

WORK AUTHORIZATION # 1 TOTAL

\$396,538.00

PROJECT SCHEDULE

The timing of the project is dependent upon FAA funding and availability of the selected General Contractor. The scope and fee outlined herein is based on the CONSULTANTS estimate of time needed for the execution of the defined project tasks. Work task durations and level of effort are an estimate and reflect what is typical and standard for this type of construction project. This scope assumes typical preconstruction coordination with the Owner and Contractor for a duration of approximately 30 days prior to Notice to Proceed (NTP), 130 calendar days of construction and 45 days after the completion of construction for coordination with the Owner and Contractor for completion of punch list work and preparation of contract and grant close out documentation.

Project factors such as the availability of labor, materials, and the selected contractor's ability to complete the work within the approved project schedule is outside the control of the CONSULTANT.

ADDITIONAL SERVICES

The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in the above Scope of Services, in accordance with the CONSULTANT'S rate schedule in effect



at the time; and will be subject to prior approval by the OWNER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:

CONSULTANT:

OCONEE COUNTY, SOUTH CAROLINA

W.K. DICKSON & CO., INC.

By: _____

By: _____
Terry A. Macaluso, P.F.
Vice President

Date: _____

Date: _____



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2022

ITEM TITLE:

Title: Engineering Services for Groundwater Monitoring & Reporting **Department(s): Solid Waste** **Amount: \$78,000.00 (Estimated)**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process. Finance Approval: _____

Budget: \$451,000.00

Project Cost: \$78,000.00

Balance: \$373,000.00

BACKGROUND DESCRIPTION:

At the April 19, 2022 Council meeting, Council approved the award of RFP 21-14 to Smith Gardner, Inc., for Engineering Services for Solid Waste with the option to extend the contract for four (4) consecutive one (1) year terms. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for groundwater and stream water sampling and monitoring at the Seneca and Five Forks landfills; and the required analysis and submission of annual reports to SCDHEC.

SPECIAL CONSIDERATIONS OR CONCERNS:

Staff is requesting Council authorize the Administrator to approve the award of the Groundwater Sampling and Reporting to Smith Gardner, Inc. and for the remaining 4 years of the contract, provided the contract is renewed, funds are budgeted, and the work is satisfactory. The dollar amount is estimated due to possibility of additional wells that may require testing and reporting.

ATTACHMENT(S):

1. Smith Gardner proposal dated January 28, 2022

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

- (1) Approve the award of an estimated \$78,000.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for groundwater monitoring and reporting
- (2) Authorize the County Administrator to renew the Engineering Services for Groundwater Sampling and Reporting for the remaining 4 years under the RFP 21-14 Contract, as long as all work is deemed satisfactory.

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

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

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

January 28, 2022

Mr. Swain Still
Solid Waste Director
Oconee County
P.O. Box 1766
Seneca, South Carolina 29679

**RE: Proposal for Groundwater Monitoring
2022-2023 Fiscal Year
Oconee County, Seneca and Five Forks Landfills**

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit this proposal for environmental monitoring services at the above referenced sites. Specifically, this proposal is for the completion of groundwater monitoring at the Seneca and Five Forks landfill facilities located in Oconee County, South Carolina.

S+G has provided the following scope of services, budget, and schedule for completion of the monitoring services at both landfills during the 2022-2023 fiscal year.

SCOPE OF SERVICES

The following tasks are proposed for completion of this project.

Task 1: Groundwater Sampling – Seneca Landfill

S+G will mobilize to the Seneca Landfill on a semiannual schedule (2 sampling events) to collect groundwater samples from 25 wells per event. Additionally, surface water samples will be collected from three (3) stream locations per sampling event. The wells will be purged utilizing disposable polyethylene bailers or a variable speed, submersible pump. Field parameters including pH, conductivity, temperature, and turbidity will be collected during purging. It is anticipated that field activities can be completed in five (5) days per sampling event.

Following collection, the surface water and groundwater samples will be submitted to a South Carolina Department of Health and Environmental Control (DHEC) certified laboratory for analysis in accordance with the following table.

Well No.	Parameter				
	VOCs (8260B)	Metals (6010)	Mercury	EDB/DBCP (8011)	Sulfate/Nitrate/Dissolved Iron/ Chloride/Methane/Ethane/Ethene/TOC
MW-1*	X	X		X	X
MW-2	X	X		X	X
MW-3R*	X	X		X	X
MW-3D*	X	X		X	X
MW-3D2*	X				X
MW-3D3*	X				X
MW-4S	X	X	X	X	X
MW-5S	X	X		X	
MW-5D	X				
MW-6S*	X	X		X	X
MW-6D*	X				X
MW-6D2*	X				X
MW-7D	X	X		X	X
MW-8D	X	X		X	
MW-11	X	X		X	
MW-12	X	X	X	X	X
MW-13	X	X	X	X	X
MW-16	X				X
MW-16D*	X				X
MW-16D2*	X				X
MW-17*	X	X		X	
MW-18*	X				
MW-19R*	X				
MW-20*	X			X	X
MW-21*	X	X		X	X
Upstream	X				
Midstream	X				
Downstream	X				

VOCs = Volatile Organic Compounds

EDB = 1,2-Dibromoethane

DBCP = 1,2-Dibromo-3-chloropropane

TOC = Total Organic Carbon

* = Corrective Action Monitoring Program Well

It should be noted that due to the groundwater remediation pilot study that is being implemented at the Seneca Closed Class 3 landfill, additional monitoring points and sampling requirements have been included in the 2022-2023 sampling program. This includes the addition of monitoring well MW-21 and stream sample titled "Midstream". Also, laboratory analysis of remediation parameters such as sulfate, nitrate, dissolved iron, chloride, and methane have been added to some of the existing wells at the Seneca site. Therefore, the additional field time to conduct the sampling and the additional laboratory analytical cost have been added to the proposed cost outlined in the budget section of this proposal.

Task 2: Groundwater Sampling – Five Forks Landfill

S+G will mobilize to the Five Forks Landfill on a semiannual schedule (2 sampling events) to collect groundwater samples from 11 wells and four (4) surface water points per event. The wells will be purged utilizing disposable polyethylene bailers and field parameters including pH, conductivity, temperature, and turbidity will be collected during purging. It is anticipated that the field activities can be completed in three (3) days per sampling event.

Following collection, the groundwater samples will be submitted to a DHEC-certified laboratory for analysis in accordance with the following table.

Well No.	Parameter		
	VOCs (8260B)	Metals (6010)	Sulfate/Nitrate/ Chloride/Methane/Ethane/Ethene
MW-4	X	X	X
MW-5	X	X	X
MW-6	X	X	X
MW-6D	X	X	X
MW-7S	X	X	X
MW-8D	X	X	X
MW-9S	X	X	X
MW-10D	X	X	X
MW-11D	X	X	X
MW-12	X	X	X
MW-13	X	X	X
SW-1	X		
SW-2	X		
SW-3	X		
SW-4	X		

VOCs = Volatile Organic Compounds

Task 3: Report Preparation - Seneca Landfill

A semiannual and annual report will be prepared for the Seneca Landfill facility documenting the activities completed. Additionally, the results of the laboratory analyses will be discussed in the reports along with statistical analyses (annual report) and a review of progress regarding the remedial effort at the site. Groundwater elevation contour maps will also be included to document the direction of groundwater flow. Finally, landfill gas monitoring results will be discussed in the report.

Task 4: Report Preparation – Five Forks Landfill

A semiannual and annual report will be prepared for the Five Forks Landfill facility documenting the activities completed. Additionally, the results of the laboratory analyses will be discussed in the reports along with statistical analyses (annual report) and a review of progress regarding the remedial effort at the site. Groundwater elevation contour maps will

also be included to document the direction of groundwater flow. Finally, landfill gas monitoring results will be discussed in the report.

BUDGET

Services will be billed according to S+G's Standard Fee Schedule (**attached**) on a not-to-exceed basis. The following table provides estimated budgets for each task:

Task	Description	S+G Labor Costs	Anticipated Hours	Laboratory Costs & Expenses*	Field Services Subtotal	Professional Services Subtotal	
1	Groundwater Sampling-Seneca Landfill	\$14,040.00	110 hrs. – Ransom 6.5 hrs. – Anderson	\$18,800.00	\$32,840.00	\$0.00	
2	Groundwater Sampling-Five Forks Landfill	\$7,740.00	60 hrs. – Ransom 4 hrs. – Anderson	\$12,180.00	\$19,920.00	\$0.00	
3	Report Preparation-Seneca Landfill	\$14,540.00	5 hrs. – Anderson 80 hrs. – Wolf 12 hrs. – Jones	\$250.00	\$0.00	\$16,240.00	
4	Report Preparation-Five Forks Landfill	\$8,680.00	4 hrs. – Anderson 40 hrs. – Wolf 8 hrs. – Jones	\$250.00	\$0.00	\$8,930.00	
Note * = 10% mark-up					Subtotals	\$52,760.00	\$25,170.00
					Total	\$77,930.00	

The above laboratory costs and expenses include a 10% mark-up fee. The budget presented above represents a reasonable estimate based on our experience with the Oconee County Sites.

SCHEDULE

S+G can begin the above scope of services for the 2022-2023 fiscal year upon authorization to proceed from Oconee County.

Mr. Swain Still
January 28, 2022
Page 5

We appreciate the opportunity to assist Oconee County in this scope of services. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,
Smith Gardner, Inc.



Clyde A. L. Easter, G.I.T.
Staff Geologist
cal@smithgardnerinc.com



C. Kevin Anderson, P.G.
Senior Geologist
kevin@smithgardnerinc.com

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PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2022

ITEM TITLE:

Title: Removal & Recycling of Scrap Tires

Department: Solid Waste

Amount: \$123,000.00 (Estimated)

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Finance Approval: _____

Budget: **\$172,416.00**

Project Cost: **\$123,000.00**

Balance: \$49,416.00

Solid Waste has \$90,000.00 in their FY 22-23 Budget and with the subsidy and SC Treasurer revenues, the total estimated budget for these services is \$172,416.00.

BACKGROUND DESCRIPTION:

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

For the past five years, Liberty Tires/Ridge Recyclers has provided this service. When this service was bid in 2017, there were nine (9) vendors on the DHEC's "Approved Waste Tire Recycling and Processing Facilities" and the bid was emailed to all vendors (9) on the DHEC list. Only one bid was submitted and it was from Liberty Tires / Ridge Recyclers. There are no other approved tire recyclers located in the upper part of SC or nearby in GA or NC. Other recyclers are too far away to make the transport of tires feasible. Per their website, Liberty Tire "converts scrap tires into raw materials that can be reused for beneficial products such as molded rubber goods, rubber flooring, rubberized asphalt and shock-absorbing athletic surfaces, as well as playground and landscape mulch".

The award amount is calculated based on an estimate of 420 tons of tires annually. See attached worksheet to show how the award amount was calculated for a one-year period.

The Director of Solid Waste has discussed this issue with DHEC and they are aware that there is only one vendor available that will service the upper part of the state. DHEC helps subsidize the cost of tire recycling. For 2023, the subsidy will be \$40,416. In addition, Oconee County receives revenue from the SC State Treasurer for each new tire sold in Oconee County. The funds received typically average about \$41,000 per year.

ATTACHMENT(S):

1. Worksheet showing price calculations.
2. SC DHEC approved vendor list.
3. Letter from SC DHEC Grants.
4. Letter from Oconee County Solid Waste Director, Swain Still.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the award of Removal and Recycling of Scrap Tires to Liberty Tires/ Ridge Recyclers of Johnston, SC in the estimated amount of \$123,000.00 annually.
2. Authorize the County Administrator to approve the renewal of this contract for up to four additional one-year periods, provided the amount does not exceed the amount budgeted annually for these services.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Tronda C. Popham, Procurement Director

Amanda F. Brock, County Administrator

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

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

**Removal Recycling of Scrap Tires
from Solid Waste Complex**

		Bidders	Ridge Recycling	
		Address	Johnston, SC	
Estimated Amt			Unit Price	Extended Price
400	Tons	Price Per ton for Regular size tires	\$226.00	\$90,400.00
80000	Lbs.	Surcharge per pound	\$0.05	\$4,000.00
20	Tons	Off Road Tires (farm tractor, skid steer, bobcat, forklift)	\$226.00	\$4,520.00
40,000	Lbs.	Surcharge per pound	\$0.18	\$7,200.00
30	ea	Freight per load	\$520.00	\$15,600.00
30	ea	Environmental Fee for each trailer pulled from the County Collection Site	\$25.00	\$750.00
		Total Estimated Annual Cost		122,470.00



Approved Waste Tire Recycling & Processing Facilities

LAST UPDATED
April 15, 2022

FACILITY NAME	PERMIT NO.	CONTACT	ADDRESS		CITY	STATE	ZIP	TELEPHONE	FAX	EMAIL
Argos Cement LLC	182759-5201	Vincent Martin	463 Judge Street		Harleyville	SC	29448	(843) 462-7651	—	vmartin@argos-us.com
Junk-A-Way Services LLC	073-369761-STP	John E. Bunner	6472 Elberton Hwy.		Nuberg	GA	30634	(706) 319-6903	—	ntc_jaws@yahoo.com
New River Tire Recycling LLC	8607-TIRETP-2013	Megan Turney	FACILITY:	312 E. 52 Bypass	Pilot Mountain	NC	27041	(276) 728-0201	—	nrtroffice@yahoo.com
			MAILING:	PO Box 1752	Pilot Mountain	NC	27041			
Quality Tire Recycling LLC	018-002-STP	Doug Bernhardt	FACILITY:	465 Mallet St.	Jackson	GA	30233	(770) 775-3304	(770) 775-7442	dbernhardt@libertytire.com
			MAILING:	PO Box 941	Jackson	GA	30233			
Ridge Recyclers	192653-5201	Lee Turner	FACILITY:	490 Hwy 121	Johnson	SC	29832	(803) 275-5111	(803) 275-5119	lturner@libertytire.com
			MAILING:	PO Box 568	Johnston	SC	29832			
SC Tire Processing LLC	022415-5201	Brent Allen	19674 Atomic Rd.		Jackson	SC	29831	(803) 393-1098	—	ballen@ameresco.com
U.S. Tire Recycling Inc.	13-03-TP	Nikki Leonard	6322 Poplar Tent Rd.		Concord	NC	28027	(704) 784-1210	(704) 784-4716	wkirby@libertytire.com



**Oconee County
Solid Waste**

**Swain Still
Director**

15028 Wells Hwy
Seneca, SC 29678

Phone: 864-888-1440
Fax: 864-888-1444

E-mail:
sstill@oconeesc.com



Scrap Tire Vendors

From 2013 – 2017, Oconee County was able to obtain at least 2-3 quotes/bids for the removal of scrap tires. The quotes were from North East Georgia (NEGA) Tire in Hartwell, GA, VIVA Tire in Anderson, SC and Moncks Corner, SC, and Liberty Tire (dba Ridge Recyclers) in Johnston, SC.

In 2015, both VIVA Tire locations came under SC DHEC enforcement action for excessive stockpiles of tires. VIVA Tire filed for bankruptcy and left the tires; which in turn became a cleanup project for SC DHEC costing in excess of \$3 million dollars and took from 2018 -2020 to complete.

NEGA Tire was always reasonable in their pricing and it typically cost Oconee County between \$22,000 -\$28,000 per year for tire disposal. However, in January of 2017, NEGA was bought out by Liberty Tire and the Hartwell, GA site was closed. Liberty Tire honored the NEGA Tire contract of \$82 per ton until June 30th, 2017.

Oconee County requested bids for scrap tire in spring of 2017 for FY18. Liberty Tire provided the only response to the bid. The price per ton for tires went from the previous \$82 per ton to \$226 per ton plus trip charges, fuel charges and environmental fees for an average cost per ton of \$256.

The only other vendor on the approved SC DHEC list that has ever responded to a request for quote/bid is SC Tire Processing located in Jackson, SC and it has always been a No Bid.

Liberty Tire has a very strong hold on scrap tire recycling in the Southeastern US, which leaves municipalities and tire dealers very little choice on where their tires can be disposed. Except for several small regions in the low country of SC and GA, Liberty Tire is primarily the sole source for tire disposal in the Southeast.

Swain Still
Oconee County Solid Waste Director



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2022

ITEM TITLE:

Title: Road Striping 2022-2023

Department: Roads and Bridges

Amount: \$641,334.96

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 22-2023 budget process.

Finance Approval: _____

Budget: **\$641,334.96** Project Cost: **\$641,334.96**

Balance: \$0.00

Funding from Road Maintenance Fund

BACKGROUND DESCRIPTION:

Road Striping 2022-2023 will consist of striping approximately 145 center line miles of roadways with a 4" double yellow centerline using thermoplastic pavement marking 90 mils thick. The project is tentatively scheduled to start in August 2022. This purchase is made by utilizing State Contract Number 4400022036; On-Call Pavement Marking-Oconee. All work methods, materials and equipment will meet the latest edition of the SCDOT Standard Specifications for Highway Construction.

SPECIAL CONSIDERATIONS OR CONCERNS:

Peek Pavement Marking, LLC of Columbus, GA holds the SC State Contract for On-Call Pavement Markings-Oconee, contract number 4400022036.

ATTACHMENT(S):

1. State Contract Information
2. Peek Pavement Markings, LLC Quote
3. Tentative Road List

STAFF RECOMMENDATION:

It is the staff's recommendation that Council award Road Striping 2022-2023, to Peek Pavement Marking, LLC., of Columbus, GA, in the amount of \$641,334.96, per SC State Contract Number 4400022036.

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

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.

STATE OF SOUTH CAROLINA
SCDOT PROCUREMENT OFFICE
955 PARK STREET ROOM 101
COLUMBIA SC 29201-3959

Intent to Award

Posting Date: September 10, 2019

Solicitation: 5400018309

Description: *ON-CALL PAVEMENT MARKINGS-OCONEE

Agency: SC Department of Transportation

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **8:00 A.M., September 16, 2019**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO – SCDOT CPO ADDRESS

Any protest must be addressed to the SCDOT Chief Procurement Officer, South Carolina Department of Transportation, and submitted in writing

(a) by email to: PlayerJD@scdot.org,

(b) by facsimile at 803-737-2046, or

(c) by post or delivery to: PO Box 191, Columbia, SC 29202 or 955 Park St, Room 304, Columbia, SC 29201

Contract Number: 4400022036

Awarded To: PEEK PAVEMENT MARKING LLC (7000057733)
4600 PEEK INDUSTRIAL DRIVE
COLUMBUS GA 31909

Total Potential Value: \$ 1,489,957.00

Maximum Contract Period: September 16, 2019 through September 15, 2024

Item	Description	Unit Price	Total
00001	Year 1-Mobilization	\$ 2,500.00	\$ 5,000.00
00002	Year 1-Traffic Control-Mobile Operations	\$ 2,350.00	\$ 9,400.00
00003	Year 1-Lane Closure - Non Interstate	\$ 1,750.00	\$ 7,000.00
00004	Year 1-Multiple Lane Closure - Non Interstate	\$ 3,500.00	\$ 7,000.00
00005	Year 1-Lane Closure - Interstate	\$ 3,750.00	\$ 7,500.00
00006	Year 1-4" Broken White Line - Fast Dry	\$ 0.30	\$ 2,400.00
00007	Year 1-4" Broken White Line (90 mils)	\$ 0.70	\$ 5,600.00
00008	Year 1-4" Solid White Line - Fast Dry	\$ 0.10	\$ 50,000.00
00009	Year 1-4" Solid White Line (90 mils)	\$ 0.35	\$ 70,000.00
00010	Year 1-8" Solid White Line - Fast Dry	\$ 1.00	\$ 600.00
00011	Year 1-8" Solid White Line (125 mils)	\$ 2.50	\$ 5,000.00
00012	Year 1-12" Solid White Line - Fast Dry	\$ 1.50	\$ 1,500.00
00013	Year 1-12" Solid White Line (125 mils)	\$ 3.50	\$ 3,500.00
00014	Year 1-24" Solid White Line - Fast Dry	\$ 5.00	\$ 3,000.00
00015	Year 1-24" Solid White Line (125 mils)	\$ 7.50	\$ 7,500.00
00016	Year 1-Single Arrow White - Fast Dry	\$ 35.00	\$ 210.00
00017	Year 1-Single Arrow White(125 mils)	\$ 75.00	\$ 450.00
00018	Year 1-"ONLY" Message White - Fast Dry	\$ 50.00	\$ 300.00
00019	Year 1-"ONLY" Message White (125 mils)	\$ 100.00	\$ 600.00
00020	Year 1-Combination Arrow & Message - Fast Dry	\$ 50.00	\$ 300.00
00021	Year 1-Combination Arrow & Message (125 mils)	\$ 100.00	\$ 400.00
00022	Year 1-RR Crossing White -Fast Dry w/ 24"	\$ 250.00	\$ 1,250.00
00023	Year RR Crossing White (125 mils) w/ 24"	\$ 500.00	\$ 3,000.00
00024	Year 1-14" Broken Yellow Line-Fast Dry	\$ 0.30	\$ 6,000.00
00025	Year 1-4" Broken Yellow Line (90 mils)	\$ 0.70	\$ 8,400.00
00026	Year 1-4" Solid Yellow Line - Fast Dry	\$ 0.10	\$ 50,000.00
00027	Year 1-4" Solid Yellow Line (90 mils)	\$ 0.35	\$ 4,200.00
00028	Year 1-24" Solid Yellow Line-Fast Dry	\$ 3.00	\$ 1,200.00
00029	Year 1-24" Solid Yellow Line (125 mils)	\$ 6.00	\$ 600.00
00030	Year 1-Marking Removal-All types/widths	\$ 2.50	\$ 2,500.00
00031	Y12"x18" White Triangle Yield (125 mils)	\$ 25.00	\$ 750.00
00032	Year 1-Single Word - Any Word	\$ 250.00	\$ 1,250.00
00033	Year 1-Combo Turn Arrow - 2 or 3 directions	\$ 250.00	\$ 2,500.00
00034	Year 1-Bike Lane Symbol	\$ 275.00	\$ 550.00
00035	Year 1-Bike Lane Arrow	\$ 150.00	\$ 300.00
00036	Year 2-Mobilization	\$ 2,565.00	\$ 5,130.00
00037	Year 2-Mobile Operations	\$ 2,410.00	\$ 9,640.00
00038	Year 2-Lane Closure - Non Interstate	\$ 1,795.00	\$ 7,180.00
00039	Year 2-Multiple Lane Closure-Non-Interstate	\$ 3,590.00	\$ 7,180.00
00040	Year 2-Lane Closure - Interstate	\$ 3,845.00	\$ 7,690.00
00041	Year 2-4" Broken White Line - Fast Dry	\$ 0.31	\$ 2,480.00
00042	Year 2-4" Broken White Line (90 mils)	\$ 0.72	\$ 5,760.00
00043	Year 2-4" Solid White Line - Fast Dry	\$ 0.11	\$ 55,000.00
00044	Year 2-4" Solid White Line (90 mils)	\$ 0.36	\$ 72,000.00
00045	Year 2-8" Solid White Line-Fast Dry	\$ 1.05	\$ 630.00
00046	Year 2-8" solid White Line(125 mils)	\$ 2.60	\$ 5,200.00
00047	Year 2-12" Solid White Line-Fast Dry	\$ 1.55	\$ 1,550.00
00048	Year 2-12" Solid White Line(125 mils)	\$ 3.60	\$ 3,600.00
00049	Year 2-24" Solid White Line-Fast Dry	\$ 5.15	\$ 5,150.00
00050	Year 2-24" Solid White Line-(125 mils)	\$ 7.70	\$ 7,700.00
00051	Year 2-Single Arrow White-Fast Dry	\$ 40.00	\$ 240.00
00052	Year 2-Single Arrow White (125 mils)	\$ 80.00	\$ 480.00
00053	Year 2-"ONLY" Message White-Fast Dry	\$ 55.00	\$ 330.00
00054	Year 2-"ONLY" Message White-(125 mils)	\$ 105.00	\$ 630.00
00055	Year 2-Combination Arrow& Message-	\$ 55.00	\$ 330.00
00056	Year 2-Combination Arrow& Message	\$ 105.00	\$ 420.00
00057	Year 2-RR Crossing-Fast Dry w/24"	\$ 260.00	\$ 1,300.00
00058	Year 2-RR Crossing (125 mils)w/24"	\$ 515.00	\$ 3,090.00

00059	Year 2-4" Broken Yellow Line-Fast Dry	\$ 0.31	\$ 620.00
00060	Year 2-4" Broken Yellow Line (90 mils)	\$ 0.72	\$ 8,640.00
00061	Year 2-4" Solid Yellow Line-Fast Dry	\$ 0.11	\$ 55,000.00
00062	Year 2-4" Solid Yellow Line (90 mils)	\$ 0.36	\$ 4,320.00
00063	Year 2-24" Solid Yellow Line-Fast Dry	\$ 3.10	\$ 1,240.00
00064	Year 2-24" Solid Yellow Line (125 mils)	\$ 6.15	\$ 6,150.00
00065	Year 2-Marking Removal-All types/widths	\$ 2.60	\$ 2,600.00
00066	Year 2-12"X18" White Triangle Yield	\$ 25.65	\$ 769.50
00067	Year 2-Single Word - Any Word	\$ 260.00	\$ 1,300.00
00068	Year 2-Combo Turn Arrow-2 or 3 Direction	\$ 260.00	\$ 2,600.00
00069	Year 2-Bike Lane Symbol	\$ 285.00	\$ 570.00
00070	Year 2-Bike Lane Arrow	\$ 155.00	\$ 310.00
00071	Year 3-Mobilization	\$ 2,650.00	\$ 5,300.00
00072	Year 3-Traffic Control-Mobile Operations	\$ 2,495.00	\$ 9,980.00
00073	Year 3-Lane Closure-Non Interstate	\$ 1,855.00	\$ 7,420.00
00074	Year 3-Multiple Lane Closure-Non-Interstate	\$ 3,710.00	\$ 7,420.00
00075	Year 3-Lane Closure -Interstate	\$ 3,975.00	\$ 7,950.00
00076	Year 3-4" Broken White Line-Fast Dry	\$ 0.32	\$ 2,560.00
00077	Year 3-4" Broken White Line (90 mils)	\$ 0.75	\$ 6,000.00
00078	Year 3-4" solid White Line Fast Dry	\$ 0.11	\$ 55,000.00
00079	Year 3-4" Solid White Line (90 mils)	\$ 0.38	\$ 76,000.00
00080	Year 3-8" Solid White Line-Fast Dry	\$ 1.10	\$ 660.00
00081	Year 3-8" Solid White Line (125 mils)	\$ 2.65	\$ 5,300.00
00082	Year 3-12" Solid White Line-Fast Dry	\$ 1.60	\$ 1,600.00
00083	Year 3-12" Solid White Line-(125 mils)	\$ 3.75	\$ 3,750.00
00084	Year 3-24" Solid White Line-Fast Dry	\$ 5.30	\$ 3,180.00
00085	Year 3-24" Solid White Line (125 mils)	\$ 7.95	\$ 7,950.00
00086	Year 3-Single Arrow White-Fast Dry	\$ 40.00	\$ 240.00
00087	Year 3-Single Arrow-White (125 mils)	\$ 80.00	\$ 480.00
00088	Year 3-"ONLY" Message-White - Fast Dry	\$ 55.00	\$ 330.00
00089	Year 3-"ONLY" Message-White-(125 mils)	\$ 110.00	\$ 660.00
00090	Year 3-Combo Arrow & Message-Fast Dry	\$ 55.00	\$ 330.00
00091	Year 3-Combo Arrow & Message (125 mils)	\$ 110.00	\$ 440.00
00092	Year 3-RR Crossing -White-Fast Dry w/24"	\$ 265.00	\$ 1,325.00
00093	Year 3-RR Crossing-White (125 mils) w/24"	\$ 530.00	\$ 3,180.00
00094	Year 3-4" Broken Yellow Line-Fast Dry	\$ 0.32	\$ 6,400.00
00095	Year 3-4" Broken Yellow Line-(90 mils)	\$ 0.75	\$ 9,000.00
00096	Year 3-4" Solid Yellow Line-Fast Dry	\$ 0.11	\$ 55,000.00
00097	Year 3-4" Solid Yellow Line (90 mils)	\$ 0.38	\$ 4,560.00
00098	Year 3-24" Solid Yellow Line-Fast Dry	\$ 3.20	\$ 1,280.00
00099	Year 3-24" solid Yellow Line-(125 mils)	\$ 6.40	\$ 640.00
00100	Year 3-Marking Removal/All types& Widths	\$ 2.65	\$ 2,650.00
00101	Year 3-12"X18" White Triangle Yield	\$ 26.50	\$ 795.00
00102	Year 3-Single Word/Any Word	\$ 265.00	\$ 1,325.00
00103	Year 3-Combo Turn Arrow-2 or3 Directions	\$ 265.00	\$ 2,650.00
00104	Year 3-Bike Lane Symbol	\$ 295.00	\$ 590.00
00105	Year 3- Bike Lane Arrow	\$ 160.00	\$ 320.00
00106	Year 4-Mobilization	\$ 2,875.00	\$ 5,750.00
00107	Year 4-Traffic Control-Mobile Operations	\$ 2,705.00	\$ 10,820.00
00108	Year 4-Lane Closure-Non Interstate	\$ 2,015.00	\$ 8,060.00
00109	Year 4-Multiple Lane Closure/Non Interstate	\$ 4,025.00	\$ 8,050.00
00110	Year 4-Lane Closure-Interstate	\$ 4,315.00	\$ 8,630.00
00111	Year 4-4" Broken White Line-Fast Dry	\$ 0.35	\$ 2,800.00
00112	Year 4-4" Broken White Line (90 mils)	\$ 0.81	\$ 6,480.00
00113	Year 4-4" Solid White Line-Fast Dry	\$ 0.12	\$ 60,000.00
00114	Year 4-4" Solid White Line (90 mils)	\$ 0.41	\$ 82,000.00
00115	Year 4-8" Solid White Line-Fast Dry	\$ 1.15	\$ 690.00
00116	Year 4-8" Solid White Line (125 mils)	\$ 2.90	\$ 5,800.00
00117	Year 4-12" Solid White Line-Fast Dry	\$ 1.75	\$ 1,750.00
00118	Year 4-12" Solid White Line (125 mils)	\$ 4.05	\$ 4,050.00
00119	Year 4-24" Solid White Line-Fast Dry	\$ 5.75	\$ 3,450.00

00120	Year 4-24" Solid White Line (125 mils)	\$ 8.65	\$ 8,650.00
00121	Year 4-Single Arrow White-Fast Dry	\$ 45.00	\$ 270.00
00122	Year 4-Single Arrow White (125 mils)	\$ 90.00	\$ 540.00
00123	Year 4-"ONLY" Message White-Fast Dry	\$ 60.00	\$ 360.00
00124	Year 4-"ONLY"Message White (125 mils)	\$ 115.00	\$ 690.00
00125	Year 4-Combo Arrow/Message-Fast Dry	\$ 60.00	\$ 360.00
00126	Year 4-Combo Arrow/Message (125 mils)	\$ 115.00	\$ 460.00
00127	Year 4-RR Crossing White-Fast Dry w/24"	\$ 290.00	\$ 1,450.00
00128	Year 4-RR Crossing White (125 mils)w/24"	\$ 575.00	\$ 3,450.00
00129	Year 4-4" Broken Yellow Line- Fast Dry	\$ 0.35	\$ 7,000.00
00130	Year 4-4" Broken Yellow Line (90 mils)	\$ 0.81	\$ 9,720.00
00131	Year 4-4" Solid Yellow Line-Fast Dry	\$ 0.12	\$ 60,000.00
00132	Year 4-4" Solid Yellow Line (90 mils)	\$ 0.41	\$ 4,920.00
00133	Year 4-24" Solid Yellow Lind-Fast Dry	\$ 3.45	\$ 1,380.00
00134	Year 4-24" Solid Yellow Line (125 mils)	\$ 6.90	\$ 690.00
00135	Year 4-Marking Removal-All types/widths	\$ 2.90	\$ 2,900.00
00136	Year 4-12"X18" White Triangle Yield(125	\$ 28.75	\$ 862.50
00137	Year 4-Single Word - Any Word	\$ 290.00	\$ 1,450.00
00138	Year 4-Combo Turn Arrow-2or3 Directions	\$ 290.00	\$ 2,900.00
00139	Year 4-Bike Lane Symbol	\$ 320.00	\$ 640.00
00140	Year 4--Bike Lane Arrow	\$ 175.00	\$ 350.00
00141	Year 5-Mobliazation	\$ 3,000.00	\$ 6,000.00
00142	Year 5-Traffic Control-Mobile Operations	\$ 2,820.00	\$ 11,280.00
00143	Year 5-Lane Closure-Non-Interstate	\$ 2,100.00	\$ 8,400.00
00144	Year 5-Multiple Lane Closure-Non Interstate	\$ 4,200.00	\$ 8,400.00
00145	Year 5-Lane Closure-Interstate	\$ 4,500.00	\$ 9,000.00
00146	Year 5-4" Broken White Line-Fast Dry	\$ 0.36	\$ 2,880.00
00147	Year 5-4" Broken White Line (90 mils)	\$ 0.84	\$ 6,720.00
00148	Year 5-4" Solid White line-Fast Dry	\$ 0.12	\$ 60,000.00
00149	Year 5-4" Solid White Line (90 mils)	\$ 0.42	\$ 84,000.00
00150	Year 5-8" Solid White Line-Fast Dry	\$ 1.20	\$ 720.00
00151	Year 5-8" Solid White Line (125 mils)	\$ 3.00	\$ 6,000.00
00152	Year 5-12" Solid White Line-Fast Dry	\$ 1.80	\$ 1,800.00
00153	Year 5-12" Solid White Line (125 mils)	\$ 4.20	\$ 4,200.00
00154	Year 5-24" Solid White Line-Fast Dry	\$ 6.00	\$ 3,600.00
00155	Year 5-24" Solid White Line (125 mils)	\$ 9.00	\$ 9,000.00
00156	Year 5-Single Arrow White-Fast Dry	\$ 45.00	\$ 270.00
00157	Year 5-Single Arrow White (125 mils)	\$ 90.00	\$ 540.00
00158	Year 5-"ONLY" Message White-Fast Dry	\$ 60.00	\$ 360.00
00159	Year 5-"ONLY" Message White(125 mils)	\$ 120.00	\$ 720.00
00160	Year 5-Combo Arrow & Message-Fast Dry	\$ 60.00	\$ 360.00
00161	Year 5-Combo Arrow/Message (125 mils)	\$ 120.00	\$ 480.00
00162	Year 5-RR Crossing White-Fast Dry w/24"	\$ 300.00	\$ 1,500.00
00163	Year 5-RR Crossing White(125 mils)w/24"	\$ 600.00	\$ 3,600.00
00164	Year 5-4" Broken Yellow Line-Fast Dry	\$ 0.36	\$ 7,200.00
00165	Year 5-4" Broken Yellow Line (90 mils)	\$ 0.84	\$ 10,080.00
00166	Year 5-4" Solid Yellow Line-Fast Dry	\$ 0.12	\$ 60,000.00
00167	Year 5-4" Solid Yellow Line (90 mils)	\$ 0.42	\$ 5,040.00
00168	Year 5-24" Solid Yellow Line-Fast Dry	\$ 3.60	\$ 1,440.00
00169	Year 5-24" Solid Yellow Line (125 mils)	\$ 7.20	\$ 720.00
00170	Year 5-Marking Removal-All types/widths	\$ 3.00	\$ 3,000.00
00171	Year 5-12"X18" White Triangle Yield (125	\$ 30.00	\$ 900.00
00172	Year 5-Single Word - Any Word	\$ 300.00	\$ 1,500.00
00173	Year 5-Combo Turn Arrow-2/3 Directions	\$ 300.00	\$ 3,000.00
00174	Year 5-Bike Lane Symbol	\$ 330.00	\$ 660.00
00175	Year 5-Bike Lane Arrow	\$ 180.00	\$ 360.00

Laura Bagwell
Procurement Officer



PAVEMENT MARKING,LLC, 4600 PEEK INDUSTRIAL DR,P.O.BOX 7337, COLUMBUS,GA 31908 (706)563-5867 FAX (706)563-7762
Page 1 of 1

RE: CENTER LINE STRIPING - VARIOUS ROADS
OCONEE COUNTY, SOUTH CAROLINA

DATE: 6/30/2022

QUOTE # 34900

LINE NO.	DESCRIPTION	ITEM NO.	QTY	UNIT	UNIT PRICE	TOTAL
1	4" YELLOW SOLID LINE - THERMOPLASTIC-90 MIL.	6271074	1,526,988	LF	\$0.42	\$641,334.96
ESTIMATED TOTAL FOR PROJECT:						\$641,334.96

STATE OF SOUTH CAROLINA CONTRACT NUMBER: 4400022036

THIS QUOTATION IS AN ESTIMATE ONLY AND **NOT A GUARANTEE** TO PERFORM THE WORK. PLEASE CONTACT OUR OFFICE FOR CONTRACT REQUIREMENTS AND AVAILABILITY OF CREWS. **NEW PROJECTS ARE ADDED TO OUR SCHEDULE AS CONTRACTS ARE RECEIVED. PEEK WILL NOT ACCEPT RESPONSIBILITY FOR ANY LIQUIDATED DAMAGES UNLESS ADEQUATE NOTICE AND TIME IS GIVEN TO PEEK PRIOR TO WORK COMPLETION DUE DATE.**

THE ABOVE QUOTATION MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN SIXTY (60) DAYS.

IF THIS QUOTE IS ACCEPTED, IT WILL BE AN EXHIBIT IN THE CONTRACT. PLEASE CONTACT OUR OFFICE FOR CONTRACT REQUIREMENTS

BRAD DYE, ESTIMATING

Road Striping 22/23			
Tentative Road List			
Road Name	Road #	CL length(ft)	CL length x2
Debra Drive	CE-2	2738	5476
Rollin Drive	CE-3	2045	4090
Brown Farm Rd	CE-6	4494	8988
Steve Nix	CE-7	6016	12032
Fire Tower	CE-17	7038	14076
Fendley Rd	CE-25	7899	15798
R Thunder Valley	CE-33	3823	7646
Woolbright Lane	CE-49	3458	6916
Memory Ln	CE-51	4008	8016
Worley Rd	CE-53	6314	12628
Wilderness Rd	CE-54	7134	14268
Olbon Rd	CE-58	5037	10074
Tugaloo Hieght	CE-72	9110	18220
Inlet Pointe	CE-75	3460	6920
Conner Blvd	CE-79	6959	13918
Old Knox Bridge Rd	CE-105	7876	15752
Lake Hill Dr	CE-107	1933	3866
Capps Rd	CE-108	2897	5794
Loblolly	CE-166	2436	4872
McCraken	CE-167	2472	4944
Tall Oak Trl	CE-173	3466	6932
Oak Forest Trl	CE-176	1679	3358
Boat Ramp Rd	CE-177	7967	15934
Moonlight Dr	CE-178	2215	4430
Starlight Ln	CE-179	1144	2288
RC Dr	CE-180	983	1966
Cherokee Lake Rd	CH-5	16188	32376
Ross Mtn	CH-20	6480	12960
Tunnel Town	CH-21	6261	12522
Old Yellow Branch	CH-22	2517	5034
Verner Mill	CH-33	16935	33870
Village Creek Rd	CH-45	20752	41504
Crestwood	KE-6	6260	12520
Old Chapman Bridge	KE-14	11672	23344
Keowee Turtle Head	KE-15	4212	8424
Steven Dr	KE-16	1756	3512
Bennettsville Rd	KE-21	5110	10220
Wander Rd	KE-26	7148	14296
Friendly Dr	KE-33	5464	10928
Courtney Dr	KE-39	4654	9308
Shadberry Creek Rd	KE-43	3267	6534
Fall Creek Rd	KE-50	2167	4334
Stamp Creek Landing	KE-109	1671	3342
Charlie Cobb Rd	PU-3	11422	22844
Ivester Rd	PU-25	1400	2800
Rocky Fork Rd	PU-32	7304	14608

Road Striping 22/23			
Tentative Road List			
Cooper Rd	PU-46	13723	27446
Watson Rd	SE-2	2772	5544
Luther Land Rd	SE-4	5244	10488
Barnes Rd	SE-8	4285	8570
Hawkins Rd	SE-10	2929	5858
Leroy Rd	SE-11	3707	7414
Balwin Rd	SE-16	3564	7128
Morning Side Htg	SE-19	1868	3736
Evening Shade	SE-20	1026	2052
Spring Valley	SE-23	6476	12952
E Spring Valley	SE-24	5235	10470
Carradine Rd	SE-26	7153	14306
Durham Brown	SE-29	5204	10408
Coneross Park Rd	SE-34	3534	7068
S Alexander Rd	SE-37	9898	19796
Woody Terry	SE-39	1968	3936
Gentry Rd	SE-42	2590	5180
Valley Farm Rd	SE-43	4276	8552
Seneca Springs Landing	SE-47	3301	6602
McClure Rd	SE-53	3384	6768
Mauldin Mill Rd	SE-56	6743	13486
N Perkins Creek	SE-64	4936	9872
E Perkins Creek	SE-65	2980	5960
Double Branch	SE-74	2813	5626
Hope Ave	SE-76	7980	15960
Queen Ann Way	SE-100	4034	8068
Owens Rd	SE-103	6021	12042
Cornith Dr	SE-121	4552	9104
Teardrop Trl	SE-138	1807	3614
Sequoia Way	SE-139	2724	5448
N Bayshore Dr	SE-186	5418	10836
Sugar Valley	SE-204	3709	7418
University Drive	SE-245	3706	7412
Peach Tree Ln	SE-250	4272	8544
Greenbriar Rd	SE-252	5633	11266
Yellow Jasmin	SE-257	2799	5598
Pruitt Rd	SE-279	3312	6624
Huston Rice Rd	SE-291	4065	8130
Hi-Tec	SE-336	1644	3288
Lake Shore Dr	SE-343	3569	7138
W Little River Dr	SE-344	2062	4124
Anderson Rd	SE-408	2187	4374
Perry Woolbright Rd	SE-417	6298	12596
Plantation Dr	SE-428	1787	3574
Lakefront Dr	SE-429	4631	9262
E Capewood Dr	SE-471	2111	4222
W Capewood Dr	SE-472	2190	4380

Road Striping 22/23			
Tentative Road List			
Stribling Shoals Rd	TU-1	25079	50158
Brookmore	TU-3	4437	8874
Five Forks Rd	TU-6	652	1304
Camp Rd	TU-7	7989	15978
Seldom Ridge	TU-11	812	1624
Pump House Rd	TU-24	7345	14690
Bolt Rd	TU-29	4920	9840
Ramsey Creek	TU-35	7435	14870
Misty Hollow	TU-36	6053	12106
Old Liberty	TU-45	4562	9124
N Jenkins Bridge Rd	TU-49	12270	24540
Jenkins Bridge Rd	TU-56	7402	14804
Old Hurricane Rd	TU-161	6008	12016
Rocky Knoll Rd	WA-10	9057	18114
Willow Lane	WA-12	4402	8804
Old Flat Shoals Rd	WA-24	8847	17694
LeCroy Road	WA-29	4928	9856
Springbrook Rd	WA-34	9095	18190
Blue Ridge Riding Club	WA-36	3733	7466
Kelly Mill Rd	WA-38	8030	16060
Evatt Rd	WA-39	2239	4478
Burkett Rd	WA-43	4465	8930
Clyde Crenshaw	WA-45	3635	7270
East Brucke	WA-47	2650	5300
Morgan Rd	WA-51	2517	5034
Hunnicutt Rd	WA-52	4590	9180
Winstead Rd	WA-54	6525	13050
Warner Mill	WA-58	2358	4716
McAlister Rd	WA-62	6927	13854
Crystal Falls	WA-65	3967	7934
Oconee Est Rd	WA-72	3150	6300
Stewart Rd	WA-75	6963	13926
Chetola Rd	WA-76	4600	9200
Aqua Trail	WA-79	3309	6618
Little Country Lane	WA-83	4683	9366
Hesse Hwy	WA-89	12657	25314
Duck Pond	WA-90	5356	10712
Rock Crusher Rd	WA-91	9153	18306
Avondale Dr	WA-117	2423	4846
Harbor Dr	WA-126	4589	9178
Forest Acres	WA-133	4029	8058
Hillside Dr	WA-134	1770	3540
Janda Rd	WA-142	2917	5834
Jenkins Dr	WA-158	1031	2062
Armada Way	WA-182	1988	3976
Tanglewood Dr	WA-191	2413	4826
Beaver Lake	WA-222	4101	8202

Road Striping 22/23			
Tentative Road List			
Kare Free Blvd	WA-269	2104	4208
Cane Creek Landing	WA-275	1368	2736
Deaton Rd	WA-284	2982	5964
Crystal Lane	WA-292	4400	8800
Old Georgia Rd	WA-294	497	994
Colony Lane	WA-307	2786	5572
Flat Rock Rd	WA-338	7640	15280
Whitmire Church Rd	WH-7	15339	30678
Cheohee Valley Rd	WH-8	14956	29912
		Total:	1,526,988

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: Ordinance 2022-15

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 06/28/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

Subscribed and sworn to before me this
06/28/2022



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

**VACATION PROPERTY
FOR RENT OR SALE**

To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

HOUSES FOR SALE

PUBLISHERS NOTICE

All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

FOR SALE- Large 1.5 acre private property with 300 ft of waterfront on Lake Marion near Exit 102 on I-95 near Santee. House is 4BR and 2BA, large screened porch, large elevated fireplace, with 3500 sq ft of living space. Comes with all furniture and appliances. Has 55 foot boat ramp, 175 ft pier, 125 ft of Sandy beach, beach shower, beach fire pit and 30x90 ft garden plot by the lake. Asking 900,000. Address is 3266 Princess Pond Rd, Summerton, SC. To see pictures of this property go to www.lakehousevacations.com/page-4383.html

A second water view house is for sale directly across the street with 1.01 acres. Property is 210 ft across the front and pie shaped with two 430 ft sides. House has front porch and 3BR, 2BA, 12X12 wooden, a 18x20 ft metal carport. Both houses include all furniture and appliances. Asking 230,000.

pm at the Seneca City Hall. These funds are available for tourism related projects, programs, events, and promotions. Applicants must propose to use funds for the promotion of tourism in Seneca. Applications are available on the city's website: www.seneca.sc.us and at Seneca City Hall located at 221 E. N. First St, Seneca, SC 29678. For more information or an application contact City Hall at 864-885-2700.

NOTICE IS HEREBY given pursuant to Chapter 20 South Carolina Lien Law, Monster Self Storage, 365 Keowee School Road, Seneca, SC 29672, intends to hold an online auction of the following units to satisfy an owner's default for payment of rent and other charges. The sale will occur on auction via storageauctions.com ending July 12, 2022 at 10:00 AM. Sale may cancel at any time without notice. Monster Self Storage may refuse bid or rescind any purchases up to the winner taking possession of the personal property. **CERTIFIED FUNDS ONLY.** Contact Manager at 864-885-0368 or storageauctions.com for details.

- 0249 Deborah L. Collins
- 0249 Deborah Collins
- 0249 Mark C. Collins
- 0249 Mark Collins
- 0261 Melanie Ann Evert
- 0356 Katrina Harris
- 0385 Jonathan P.

There will be a public hearing held at 6 p.m., Tuesday, July 19, 2022 in Oconee County Council Chambers at 415 S. Pine Street, Walhalla, SC for the following ordinance:
ORDINANCE 2022-15 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF \$1,500,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR PURPOSES OF IMPROVEMENTS TO THE SENECA CREEK BOAT RAMP FACILITIES; AND OTHER MATTERS RELATED THERETO.

**Mailroom:
Help Wanted**

Monday through Friday, day and nights available.

Job involves standing for hours, sorting newspapers, inserting; some lifting required.

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MADE
FURNITURE
AND
CABINETS**

**The Master
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The **EASIEST** way
to find the right
person for the job
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HOME IMPROVEMENT

**AC Repair
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**CALL TODAY
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A Touch of
Gas Logs & Fireplace S

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Oconee County 2022 Meetings

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 01/08/2022 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
01/08/2022



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

ROOM FOR RENT

to Clemson Univ. student.
14 miles (20) minutes from campus, this semester. WIFI, fridge, microwave, washer, dryer, den, Dish TV, downstairs. I'm retired, I live upstairs, my greatroom and BR, and kitchen are there. I only come downstairs to wash cloths. Fully furnished. Very nice safe neighborhood. No lease required. Prefer female or grad student.
\$600 bucks.
864-710-1704.

REAL ESTATE SALES

HOUSES

PUBLISHERS NOTICE

ALL real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

ANNOUNCEMENTS

ANNOUNCEMENTS

BATHROOM RENOVATIONS

Easy, One Day Updates!

We specialize in fast bathing. Grab bars, no slip flooring & seated showers.
Call for a free in-home consultation:
844-524-2197

DENTAL INSURANCE
from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details!
1-855-397-7030
www.dental50plus.com/60
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DONATE YOUR CAR TO KIDS.

Your donation helps fund the search for missing children.
Accepting Trucks, Motorcycles & RV's, too! Fast Free Pickup - Running or Not - 24 Hour Response - No Title Tax Donation - **Call (888) 515-3810**

Classifieds Work

complex in the Seneca area. If you are looking for a great place to live, Springbrook is the place! We would love to show you around. Credit and background check required. Units designed for persons with disabilities subject to availability. Rental assistance available. Come visit us at **115 Dalton Rd. or call (864) 882-5932 or TDD# (800) 735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer.
Apply TODAY!

WESTMINSTER EAST APTS:

NOW AVAILABLE!! Large 1BR & 2BR energy-efficient apartment homes, cable-ready, water included in rent. Credit and background check required. Section 8 welcome. Units designed for persons with disabilities and/or rental assistance subject to availability. Located at **100 Sunshine Circle in Westminster.**
Call **(864) 647-6093** or **TDD#: (800)735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer.
Apply TODAY!

SALES & SERVICES

AUCTIONS

ADVERTISE YOUR AUCTION...
in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers.

Call **Randall Savelly** at the S.C. Newspaper Network. 1-800-421-1014

REAL ESTATE SALES

BUSINESS PROPERTY

PUBLISHERS NOTICE
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- 16. October 17, 2022
- 17. November 7, 2022
- 18. November 21, 2022
- 19. December 5, 2022
- 20. December 19, 2022
- 21. January 16, 2023

The Oconee County Council will meet in 2022 at 6 p.m. on the first and third Tuesday of each month with the following exceptions:
July & August meetings, which will be only on the third Tuesday of each of these 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 18, 2022 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 3, 2023 in Council Chambers at which point they will establish their 2023 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 18, 2022 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 2022 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 15, April 5, July 19, & September 20, 2022.

The Transportation Committee at 4:30 p.m. on the following dates: February 15, April 19 [4:00 p.m.], July 19, & September 20, 2022.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 18 [Strategic Planning Retreat] & March 18 [Budget Workshop] and 4:30 p.m. on the following dates: March 1, April 19, & May 3, 2022.

U-STOR-IT

Mini Warehouse

Inside • Outside • No Cameras
Fenced • Not Gated • Lighted
Old Clemson Hwy.

654-1000

Oconee County Council

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

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

E-mail:
jennifercadams@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



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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 pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

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

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

(c) *Prohibited acts.* It shall be unlawful for any person to:

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



Public Comment SIGN IN SHEET

July 19, 2022

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 Markovich	Buffers
2	KEVIN CHARLES	BUFFER WALLS
3		
4	Frankie Pearson	
5	Lewis Collins	Buffer
6	XXXXXXXXXX	
7	Missy McCall	Buffer
8	XXXXXXXXXX	
9	JOEL CLAY	
10	Reed Gardner	LAND USE
11	Serena Richardson	
12	Matthew Darlann	
13	Erica Nicolay	Land use buffer walls
14		and any other bogus ordinance
15		that limits private property
16		rights
17		
18		
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20		
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23		
24		
25		

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



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

July 19, 2022 ~ ~ 6:00 p.m.

ORDINANCE 2022-15 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF \$1,500,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR PURPOSES OF IMPROVEMENTS TO THE SENECA CREEK BOAT RAMP FACILITIES; AND OTHER MATTERS RELATED THERETO.

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

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2022-15
1.		
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NONE

1

Making South Carolina lead the way to self sufficiency. We here in South Carolina have a very unique situation; our state has everything it needs to sustain itself for agriculture and beef pork production that no other state has. The answer to these problems is not a easy one some people might not like to hear but we in South Carolina have the way have a unique way of showing the rest of the country how to lead ourselves the nation and out of the problems there we are facing now.

Several topics that we will discuss in this letter will be where we were in the 40s 50s and 60s in South Carolina agriculture and where we are now in South Carolina these problems manifested over a period of time

In the past we grew massive amounts of wheat corn and other grains grain silos sprang up all over South Carolina with railroad sidings and the ability to ship grain elsewhere in the nation we made our own fertilizer in Charleston we had in the area all the way to Cottageville, South Carolina. we had phosphate pits in the north of South Carolina we made our own limestone in Gaffney that area were limestone pits

In those times almost all available land in South Carolina was either in forming production or livestock production the way of the way a foreman was a lifestyle that fed the country so now we have to ask ourselves what has happened why is it today were facing food shortages short supplies of meat and agricultural products.

Traveling around the state we see farms with equipment is sitting in the fields in disrepair. Road in the fields are allowed to grow up in bushes and pine trees and other shrubs. We see equipment barns and other agricultural buildings falling into disrepair or abandoned. These should be warning signs to the economy of South Carolina. Grain elevators are allowed to go empty because there's no farm production in them and turned into art museums and other non agricultural uses or be declared eyesores and torn down. Dairy farms were paid to go out of business. at one time fertilizer production was ceased in the low country limestone pits were abandoned or closed up in the upstate .

Unfortunately the current mindset is agriculture hurts our property values. Chicken houses, dairy farms and even worse smelling pig farms generating an attitude of not in my backyard. This is mandating our economic crisis.

So let us see how to correct this the correction. This will take the cooperation of the entire legislature and a shift of the mindset. What is not made in the grocery store has to be grown and taken to market to be bought at the grocery store.

First and foremost in South Carolina we have to start mining or harvestin, our own limestone crushing and milling it. There is no reason to import limestone into the state. For the fees from other states and exorbitant trucking costs we could do it right here in our own backyards. Limestone production is fairly easy: It is dug, crushed, pulverized and put on the field to reduce the acidity in the soil. Next we had the phosphate and all the ingredients in the lower part of state to make our own high-grade fertilizer. Why worry about bring it in from somewhere else but we have it in our current rate of form and cost according to the cattlemen's Association a bale of hay by next year will cost \$75 for a large round bale by these estimates you cannot group raise cows and and sell them to the packet and the sale for one dollar and 25 Senate a pound and stay in the cattle business.

Wayne McCall

There are several ways to help bring agriculture back. First eliminate all property taxes for farms and all vehicle taxes for farmers. Next, pass legislation to encourage land to be put in agriculture ;either pasture for cattle dairy or rejuvenated fields for grain and crop production. The average age of the farmer in South Carolina is 65 years or older. We need to develop programs to where young people can see through is incentives and education that farming cannot only be a way of life but a very profitable way of life.

Laws have to be in acted to protect the farmer from being pushed out of business by development. Zoning laws have been designed for the special communities. Farming should be always be considered first, before anything else.

Large chain grocery stores have such restrictive buying practices that the small farmer either sells to a broker who sells to the store at a huge profit or doesn't sell it all. Laws need to be passed to where if the the farmers have the same playing field in South Carolina as the big corporate farms. This may sound radical train of thought but if a large chain store grocery store does not want to buy local produce and goods grown in South Carolina then the legislature should look very seriously on why do they have a charter to operate as a corporation in South Carolina. In the 40s 50s and 60s we had numerous local small independent grocery stores all over the state. If one rides across the state of South Carolina the stores are still there but they are abandoned or going out of business or should we say pushed out of business. This attitude is hurting the pride of the owners of the small stores and the pride of the people of South Carolina.

We need to look at trucking regulations that are favorable to the distribution of our agriculture products in the state. There is not a thing in any store that is not delivered by truck but yet people say they don't like trucks on the highways because these trucks scare our children and scare people. If it wasn't for trucks not death it would be delivered furthermore none of the stores would be there because everything is brought in on trucks

the mindset of not in my backyard is hurting my property values or we don't need to grow it we can just buy it at the grocery store has to change it has to change very rapidly is fast approaching the time when is not going to be on the store shelves because it's not being grown

one idea here that will encourage people to go into farming on the coast if you where commercial fishermen shrimper or crabber whatever you are eligible for free healthcare through the US Public health service as a mariner why can't we pass legislation for our farmers to say they are eligible for the sam e healthcare maybe not through the federal government but through state wide healthcare which will encourage more people to say I can form I don't have to shut the farm down because I need insurance for my family

If farmland would be considered tax exempt then the farm would be protected from being sold for back taxes and split up into subdivisions. Also farmers need to be protected from nuisance zoning regulations and land-use regulations. Farming should be considered a protected enterprise in the state.

so what can we do to so-called turn back the hands of time and make South Carolina agriculture great what used to be what can we do legislative mindset and county regulation was to make it easy to operate produce stands get our products to market put the small stores back in business their complaints all over South Carolina about food deserts would or would not this help this situation

One thing we could should consider to protect farmland from development. It would be a so-called poison pill clause in the tax law. If you sell your farmland for any other purpose other than farming when you been reaping the benefit of tax-free land, then you should at the time of the sale owe the state of South Carolina 10 times the maximum commercial tax that property would bring for the last 10 years. all our state park land national forest are all protected with laws that say they can only be used for what they were designated for by acts of either Congress or the legislature so why don't we act to protect our farmland there is there is only so much land when it is gone or developed they will be no place to farm.

Clearing and putting back in production of overgrown lands and volunteer forest should be encouraged with help possibly coming from tax credits or funds paid to private contractors in the land clearing business to assist clearing putting these fields or property back into useful production.

Some of the key questions need to be answered in South Carolina What can we do to put farmland back in production and out of the hands of developers next being self-sufficient on fertilizer and limestone production on a local state level mandating that grocery stores sell South Carolina products first before bringing in outside sources to do this we have to convince the legislature's in the state of South Carolina to ignore the pleas of the lobbyist who do not want to use have South Carolina self sufficient tax relief for the farmers as stated in the above paragraphs a statewide run healthcare system for farm families to prevent them from leaving the forms and seeking employment where health care is offered South Carolina needs and must develop their own oil production we have oil less use it products shipped in South Carolina should be exempt from burdensome transport police regulations this is not advocating in any way defund the police this is advocating if we don't get the products to market there will not be available for sale this brings into question the fine line between safety and overburden some government intrusion or hindrance of commerce in closing I would like to quote the motto of the caterpillar Corporation in the 70s there are no simple solutions only logical answers the logical answer is the legislature governor and people South Carolina was banded together and demand yes we can make South Carolina number one self-sufficient and the rest of the country will follow in closing I will defend in any form anywhere in the state of South Carolina with no notice needed reviews expressed in this letter remember people South Carolina is hard to eat a pine tree when there's nothing else to eat

Using money from state or through programs such as fire wise , budgets need feed the people of our state first its hard to think about tourist and fine houses when there is nothing to eat .

DRAFT

Oconee County Administrative Infrastructure Feasibility Report



Johnson Controls, Inc.
430 Roper Mountain Road, Suite J
Greenville, SC 29615

May 2022

The power behind **your mission**



DRAFT

Executive Summary

Oconee County is a thriving region of a thriving state. The secret about the beauty and lifestyle of the “land beside the water” is not a well-kept secret any longer. With such growth, the County must factor in new

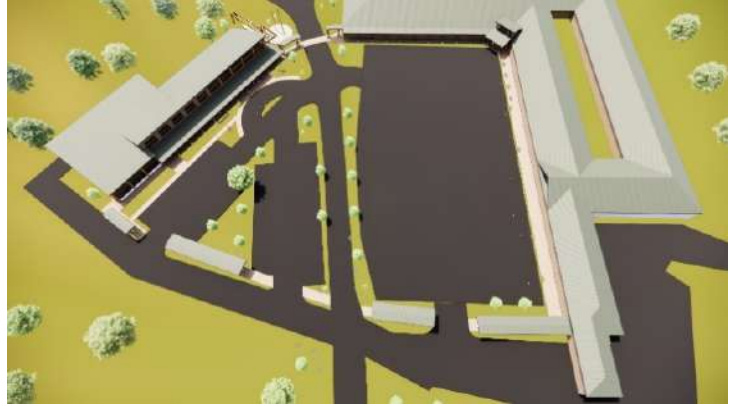


and emerging infrastructure challenges that require resilient and secure spaces for employees, its council and committees, constituency voting, and other critical local government services. With growing demands of Oconee County facilities at

the current Pine Street Administration Building, JCI recommends that a feasible and plausible solution is to construct an Annex Building to accommodate your needs for effective meeting space and the increasing need for secure voting processes and equipment. A site study confirms that an Annex Building could work well on the adjacent parcel of land with the Administration Building parking lot. In addition to the proposed Annex Building concept, upgrades to the current Administration Building campus have been recommended. Such designs will need further refining by County leadership. These enhancements to the current Pine St. Administration Building are recommended because this building was originally designed to be an elementary school and not an office building. Finally, is the needed new and improved roofing infrastructure (substructure and outer components) at the Oconee County Sheriffs Office.

DRAFT

Our JCI team has provided estimated construction costs for the early designs and renovations. The estimated cost for all components of this project (i.e., Annex, Admin Building improvements, and OCSO roof) is a little over \$5,000,000. We encourage Oconee County leadership to view this project from a long-term perspective and include certain maintenance designs and services to protect the integrity of this asset for future generations. Since this project involves three components or sub-projects, we suggest the County hire a “program management firm” to serve as the County’s advocate and partner to



develop a project that is well-designed and constructed, delivered on time and within approved budgets and represents a high value of investment by the County. Such firm should have extensive knowledge of building automation and security systems that can aid the design and construction process to ensure the election assets to be housed in the new Annex Building are secure to the highest degree – helping protect the integrity of elections in Oconee County. Last but certainly not least, the program management firm should work to involve local subcontractors wherever feasible.

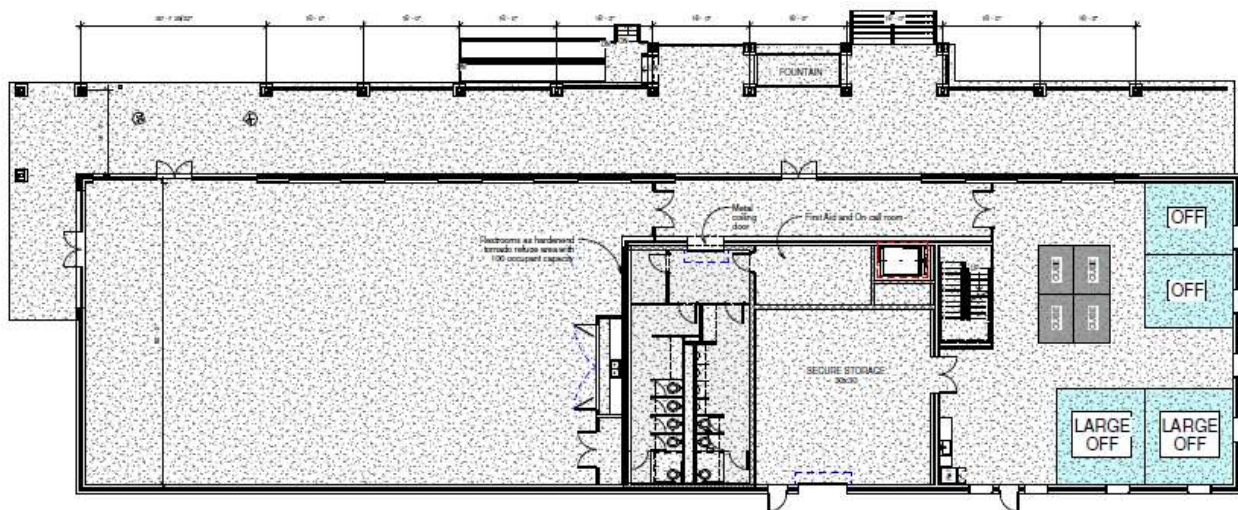


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Introduction

It has been said that local government is where government governs best. Therefore, having efficient and practical applications in place to meet the demands of economic development and population growth in addition to increasing state and federal requirements is essential for Oconee County's administrative facilities. The County has identified this importance in the 2021 Council Priorities document which proposes to *"utilize the County Capital Improvements Plan to systematically construct and upgrade facilities identified in the Community Facilities Plan"* (Strategy 7.1.3.2.). In conjunction, the County must factor in new and emerging challenges that require resilient and secure spaces for employees, its council and committees, constituency voting, and emergency events, with accommodations capable of efficiently administering to an expanding constituent base. Ultimately, future facilities need to be designed and constructed with an eye towards:

- Security
- Efficient space utilization and working environments
- Efficient and healthy building systems
- Long & short-term financial returns

The need for new or expanded public facilities is directly related to the growth of a community. More people, more homes, more businesses, and more industries prompt the need for new and expanded governmental services. In some cases, these increasing needs can be accommodated with existing resources; however, in many cases, a substantial increase in the level and scope of services can only be satisfied with additional operational space.

The Sustainable Infrastructure team at Johnson Controls is uniquely positioned to help Oconee County's leaders implement planning initiatives, strengthen funding proposals, and establish partnerships to meet public infrastructure and facility needs.

Johnson Controls and Oconee County have a proven record of accomplishment (Phase I Energy Savings Guarantee project is saving the County more than \$3.7 million over the life of the project with \$253,000 in annual savings) as a result of teaming together with the shared vision of accomplishing mutual success.

Our joint initiative to actively engage the County's vision has helped to provide insight into the drivers behind the County's needs, and direction for innovative solutions. This report will delineate the drivers (i.e., client requirements, specific use cases, etc.) shaping specific facility enhancement needs, and explore future-focused building solutions that will not only meet current and future expansion needs, but anticipate changes in regulations, technology, and future use requirements. The report will also incorporate a review of probable construction costs, design directions and funding vehicles as well as a summary review of the previously designed re-roof at the Oconee County Sheriff's Office (OCSO).

The intention of the report is to establish an economically reasonable and technically feasible project development framework flexible enough to accommodate phasing alternatives but structured enough to guide subsequent construction development while providing optimal resource utilization for the greatest benefit to the County.

Assessment

Industry Trends

Most local governments are looking for these outcomes



The graphic above summarizes current outcome trends common to local governments as they expand or renovate their aging building assets. Based on data collected from Oconee County's Administration and a review of Oconee County Council's strategic plans, Oconee's desired outcomes appear to be on trend.

The County's stated objectives from the Oconee County Comprehensive Plan specifically addresses improved critical infrastructure, increased public safety, expanded public and leisure spaces, as well as an improved quality of life. The Plan also states, "The need for new or expanded public facilities is directly related to the growth of a community, since the addition of more people, more homes, and additional businesses and industries prompt the need for new and expanded governmental services. In some cases, increased services can be accommodated using existing space. In many cases, a substantial increase in the level and scope of services requires additional operational space or access points." In keeping with these two rationales, subsequent project developments will need to marry the best case desired outcomes with the fundamental government infrastructure necessary to address the needs of a growing population.

An observed and increasing number of Oconee County citizens are attending County Council meetings. The increased attendance is stressing the occupancy limits of council chambers, security screening, and adequate indoor air quality. Council meetings at various times in 2021 saw maxed out capacity of citizens attending – depending on the Council agenda.

Similarly, the volume of citizens seeking access to the tax wing, and Registration and Elections office is also increasing. The number of unrestricted public entry points throughout the Administration Building complex convolutes egress and compromises safety of staff and visitors.

Identity

It is the mission of Oconee County “to provide our current and future citizens and visitors quality services while protecting our communities, heritage, environment and natural resources, in an ever-changing world.” Proposed infrastructure solutions must ensure an obvious connection to Oconee County’s rich cultural heritage and connection to the natural resources within the county. Oconee’s resource of lakes, mountains and rolling hills is unmatched in South Carolina and has become part of the County’s brand.



Alignment with the Comprehensive Plan:

Objective 5.1.1. Emphasize the importance of historic and cultural resources in the policies, plans, and ordinances of local governments to ensure that the unique character of the County is preserved and enhanced.

Likewise, Oconee has a distinct architectural character derivative of its own unique history. Sustaining this architectural heritage by employing forms and elements common to the County is essential in bringing this architectural heritage connection forward to new designs, consistent with several County objectives – most notably Objective 5.1.1. It is important to preserve the County’s architectural heritage for the future by bringing it forward into the designs of future public buildings where the County can be the grounding rod for future development designs.



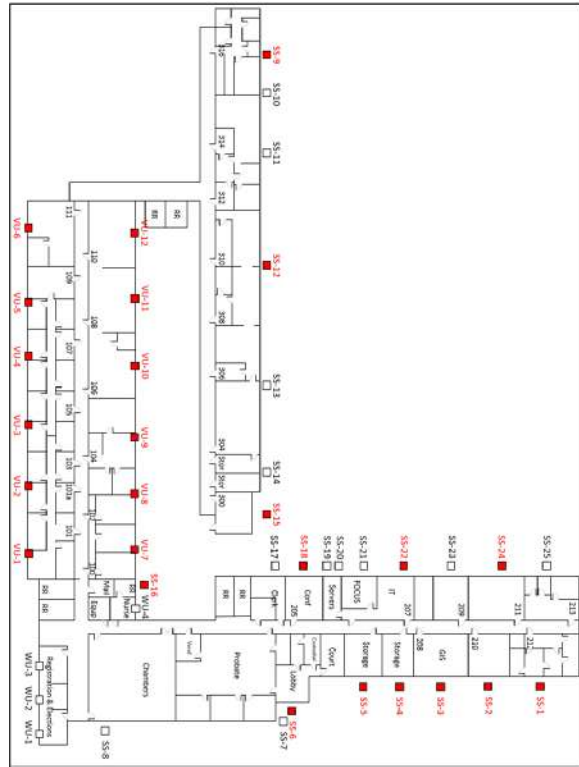
Some architectural design elements from some of the iconic buildings and structures in the County will be incorporated into the proposed designs, such as elements that are intrinsic to the identify of Oconee County.

Existing Building & Site Conditions



The present Administration Building is a repurposed elementary school designed and built more than 60 years ago to meet the programmatic requirements of classroom-based education during that era. Initially designed as a series of micro-neighborhoods to aid in the socialization of children, it has served the County's needs well. However, it is increasingly challenged to meet the requirements of modern-day local government with requirements exceeding the former school building's capacity to accommodate them. The result is inefficient space utilization, marginal office environments, and a confounding arrangement of long and circuitous hallways paralleling hidden sub-hallways.

Current Site Plan and Floorplan of the Administration Building



Taking a lesson from Oscar Newman’s “defensible space” design strategies, one of the keys to effective building security is to have many “eyes on the street.” Transparency throughout and around the building enables people to see and be seen. Intruders can be frustrated by limiting access. Often, school buildings (of the 60’s era) have many points of entry, providing opportunities for unwanted guests, not to mention confusing visitors. A single, clear front door where the administration overlooks the outdoor space before the entry doors as well inside the entrance can ensure that the staff actively engages all arriving visitors. The reception area can be designed to be open and welcoming, making immediate contact with arriving visitors easy.

Although the building does have a formal front entrance, its functional main entrance is determined by the side parking lots. In addition, the number of unrestricted public entry points throughout the building complex and the increasing volume of citizens seeking access convolutes egress and compromises safety of citizens and staff.



Voting at Administration Building

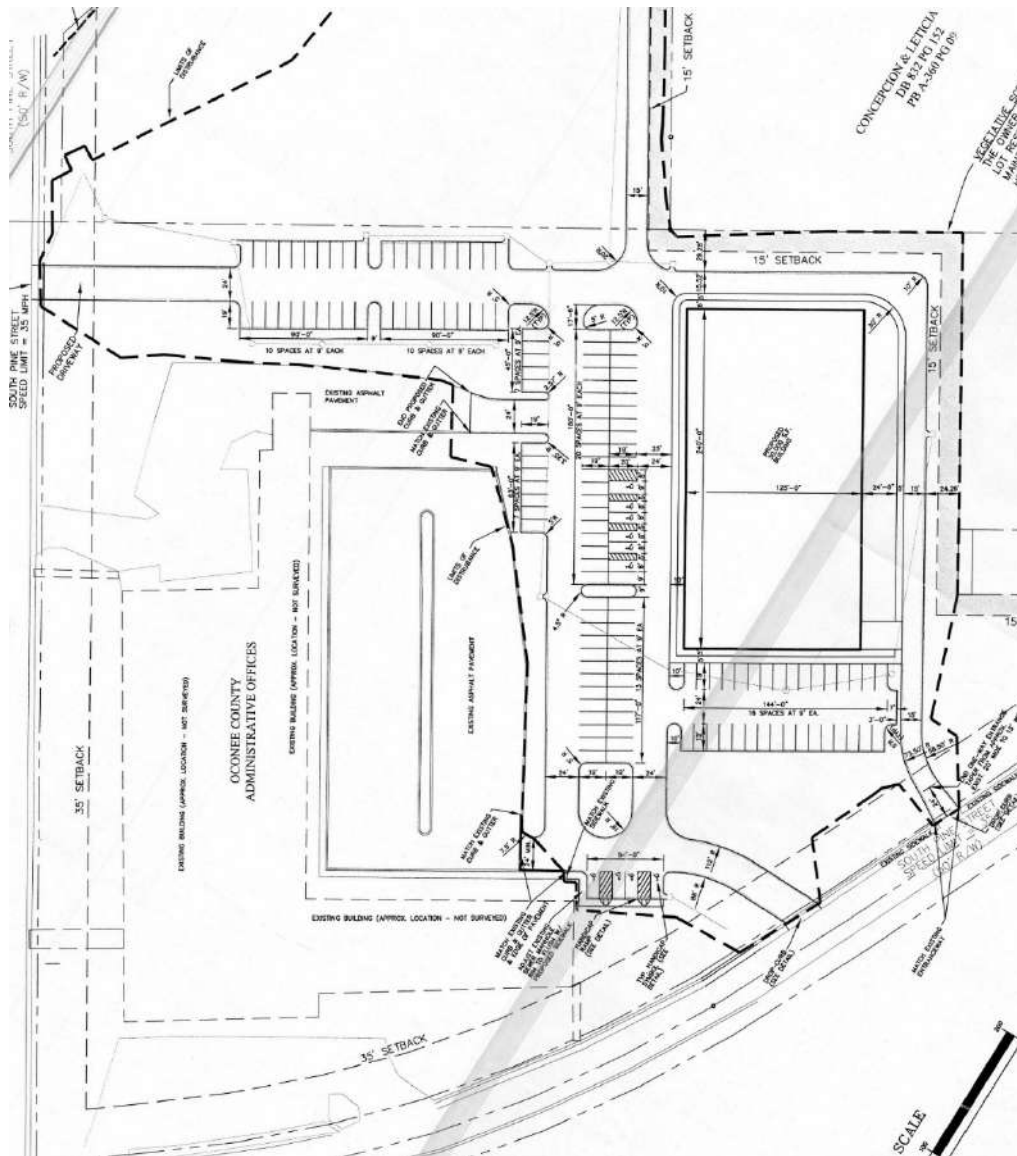
Making sure the County has secure election equipment and precincts is a critical and essential function of local county government. Currently, the building does not have proper space for voting, as the voting equipment and ballots are openly exposed throughout the building. (See pictures below.) Additionally, voters must cast their ballots in the open hallway space outside of the Elections office, which provides no privacy for voters. Ballot security is also an important concern with ballots being stored, due to lack of space, in the open hallway of the Administration Building. State legislation that is currently being proposed could demand more secure facilities for voting locations, processes, and equipment. (H. 2919 and H.4550).



Previously Proposed Site Improvements

The County had site drawings produced in 2007 describing site work to expand the parking lot, roads, and requisite drainage and grading. Such site plans demonstrate adequate space for campus expansion.

2007 Site Plan



Industry/Economic Growth

When considering the new building construction, many elements come into to play besides the obvious form and function of the building. What message will the County be establishing with certain design elements as it looks to attract new business sectors and foster entrepreneurialism. If the County is trying to attract target sectors such as bioscience, energy, advanced manufacturing, automotive, distribution, while keeping the outdoor lifestyle, then presentation is vitally important.

Other industries in addition to Duke Energy and Blue Ridge Electric in the County have strong connection to the energy sector (e.g., Itron and Schneider). Any planning for a new public building should consider the movement of this sector toward energy efficiency and renewables.

Finally, as new public buildings are designed and constructed, the County should employ local contractors to support the local economy. This project will be an opportunity to support local firms and contractors when possible.



“Oconee County and the energy sector go hand-in-hand due to strong relationships with Duke Energy, Blue Ridge Electric Cooperative and energy-related manufacturers that call our community home. Oconee County desires to strengthen the energy cluster by focusing on mechanical and electrical components for renewable energy technologies, components for the nuclear energy industry as well as the electrical distribution system, and the development of new technologies to support the energy sector as a whole.”

–Oconee County Economic Alliance
<https://investoconeesc.com/>

Resilient Infrastructure – Storm Hardening & Backup Power

It is essential to Oconee County’s mission to provide resilient public infrastructure when facing the needs of its largest industry and the recent weather disaster. years ago, Oconee County was devastated by a tornado. Future public buildings in Oconee County should be designed and constructed with resiliency and hardening from the beginning.

OSCO Roof

The decisions made during the value engineering process for the OSCO roof provided short-term savings, but greatly diminished the overall return on investment. After reviewing the engineering assessment on November 23, 2020, we found:

- The shingle roof does not have adequate ventilation at the eave line and the shingles are starting to fail due to the excessive heat.



Alignment with the Comprehensive Plan:

Strengthen Oconee County as an employment center. Foster a climate of entrepreneurial activity and small business success.

- The 15-year-old roof is severely degraded, with horizontal splits, and broken and missing shingles.
- The EPDM roof has mechanical equipment with ductwork exposed above the roof level that needs to be covered.
- The insulation on the EPDM roof was soft in several areas.

The lessons learning here enabled us to effectively re-engineer the roof to last.

Solutions

Solution Overview

We envision four aspects of the project:

OSCO Roof Replacement

Using the OSCO roof re-engineering study from the energy performance contract work completed in 2021, the roof, will be corrected to address the issues identified in the re-engineering study.

Administration Building Modifications

For the Administration Building improvements, discussions with OC staff center around the following modifications:

- Reorganization for partitions and hallways in office wing.
- Point out hallways in wing with a hallway.
- Segment the building more effectively would be better use of space

Obviously, further discussions and discovery to make the modifications meet the needs of the employees and patrons of the Administration Building.

Administration Campus Expansion

For the campus expansion, we recommend building a stormwater drain and direct it into the existing pond. Also, we recommend integrating new parking with the existing lot, while adding handicap parking spots and eliminating parking on Dietrich Street. The effort will also involve vehicle egress control and pedestrian safety and control.

Annex Building to Administration Building

Building a new annex will be the biggest part of the project. It will provide additional space for the County, as well as address concerns with voting while matching the aesthetic and heritage of the County. An overview of the design and delivery of the building is provided on the following pages.



To meet the increasing infrastructure and technology demands stated above, we propose building a 12,000 – 13,500 square foot Pine Street Administration Annex Facility (The Annex). This facility will meet and the needs of Oconee County citizens, leaders, and employees for decades to come. The Annex will be built behind the Pine Street Administration Building and will match the look and feel of the existing building.

As mentioned earlier, a completed 2007 site study was performed to address the expansion of Pine Street Administration Building's parking lot, roads, and requisite drainage/grading. In evaluating the drawings, we have determined that the added lots and subsequent grading will be a significant expense that could better be applied elsewhere. We have therefore proposed a reconfiguration to create a better campus environment and make the best use of the building's orientation for heating and cooling, incorporating passive solar design as well as to make a pronounced entry for the campus itself with both passive and active security measures.



Figure 1

The Annex will coordinate with the existing facility to create a campus-like feel which includes a re-design of certain entrances at the Administration Building. Also, other aesthetic design features will be used to connect the existing building to the Annex. See Figure 2 on the following page for an early conceptual design of the Annex. Further discussions with Oconee County leadership will be needed to further refine this concept, look, design, and floorplan. Our goal is to develop a building that not only suits your current and future needs but reflects the heritage and style of Oconee County.



Figure 2

A potential floorplan for the Annex is shown as Figure 3 below.

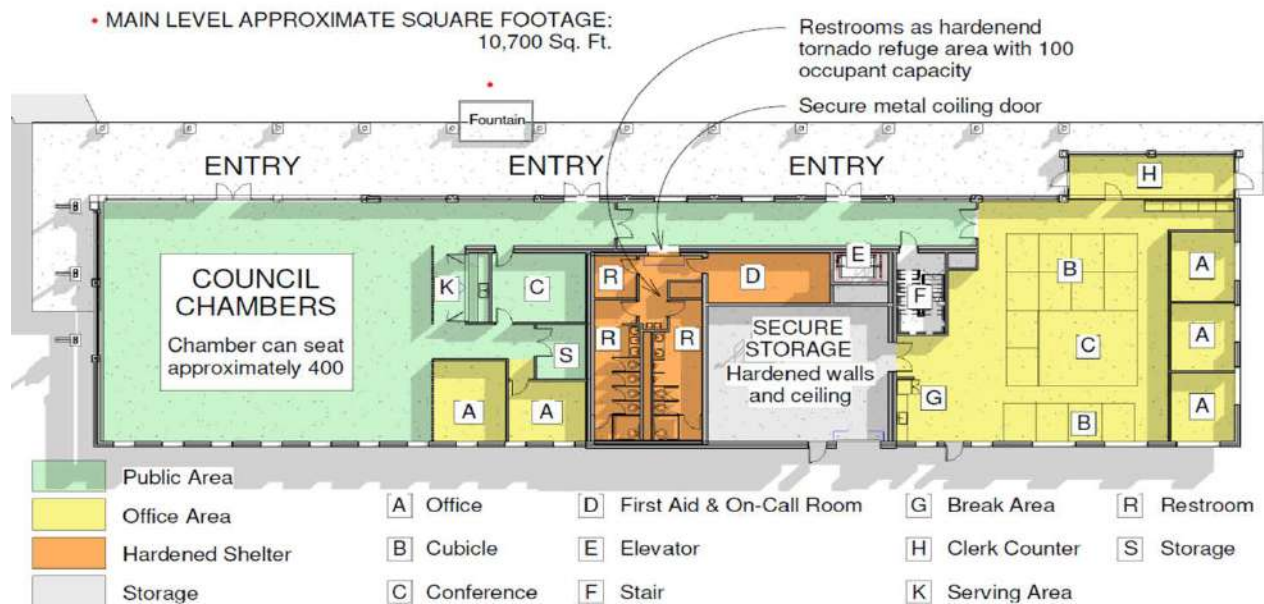
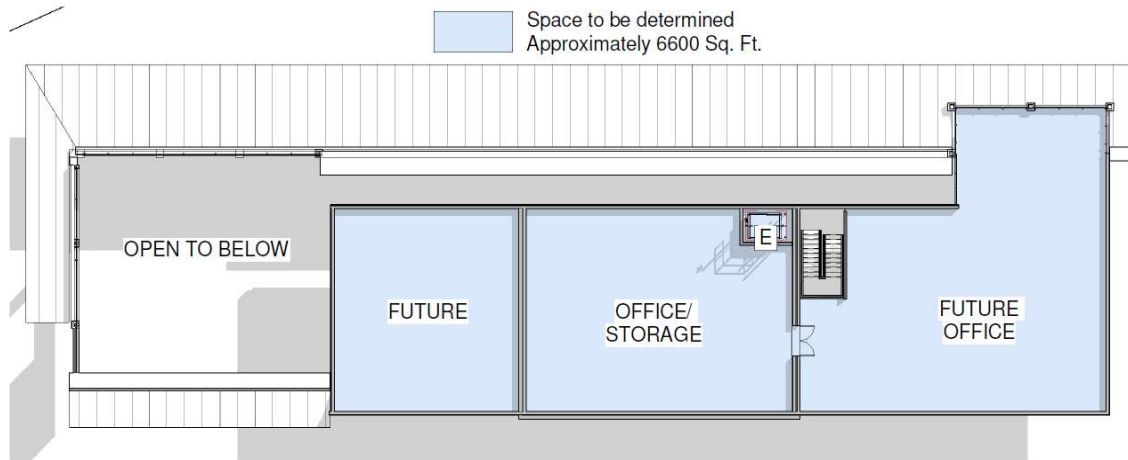


Figure 3



② UPPER LEVEL
1" = 30'-0"

Features include a long covered veranda for voters and citizens when waiting to enter the building. Also, a multi-functional meeting space will be the main feature of the Pine St. Annex. This space will house a professional, functional, comfortable, and safe meeting space for the Council. The design can be augmented very easily to allow for other government or community functions. A smaller conference room will be added for committee meetings or departmental team meetings. Also, a few office spaces will be added to alleviate certain departmental needs in the current Administration Building. A hardened secure room in the steel post and beam building with backup power can be used for a sheltering facility in case of tornadoes or other emergencies.



See Figure 4 below for the site view of the entire Administration campus which includes the new Annex with the redesigned components of the existing Administration Building.

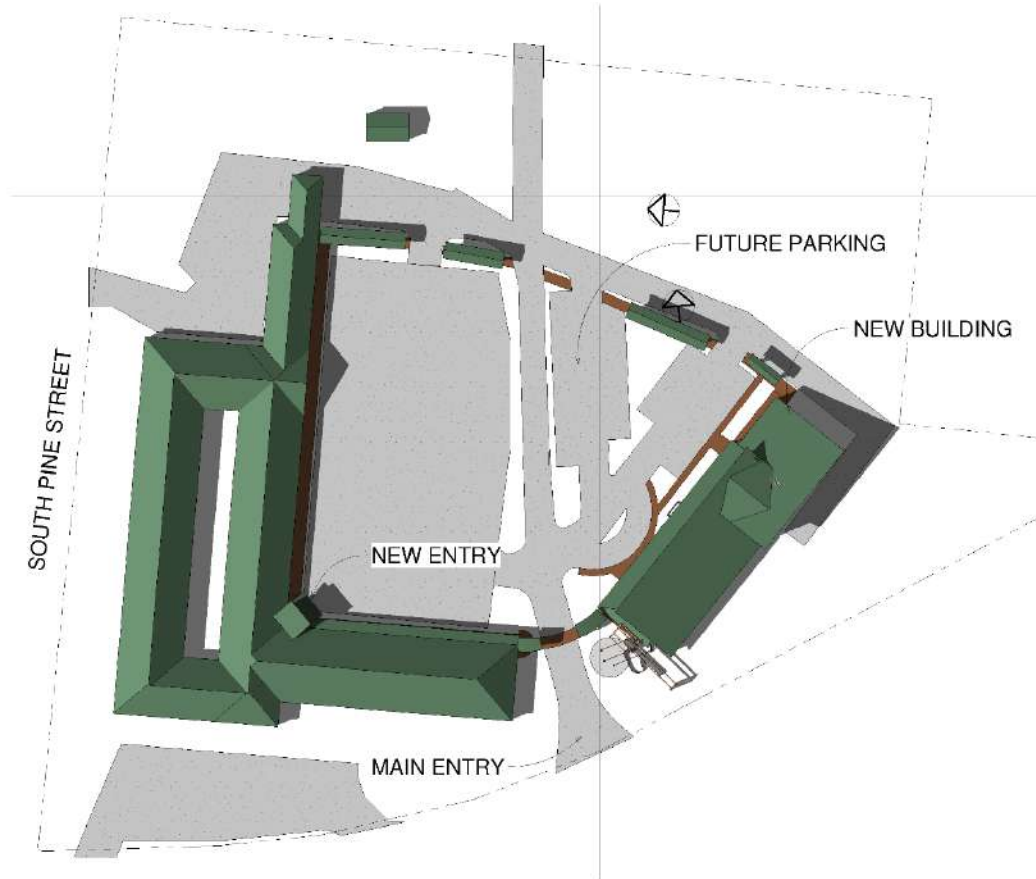


Figure 4

Cost

Based on RS Means data, estimated prices are listed below. **Please note these are high level PRELIMINARY estimates.** Once a decision is made to move forward with this project, more refined pricing will accompany the more detailed and tailored building designs based on further discussions with County leadership. The estimated costs of construction per project are as follows:

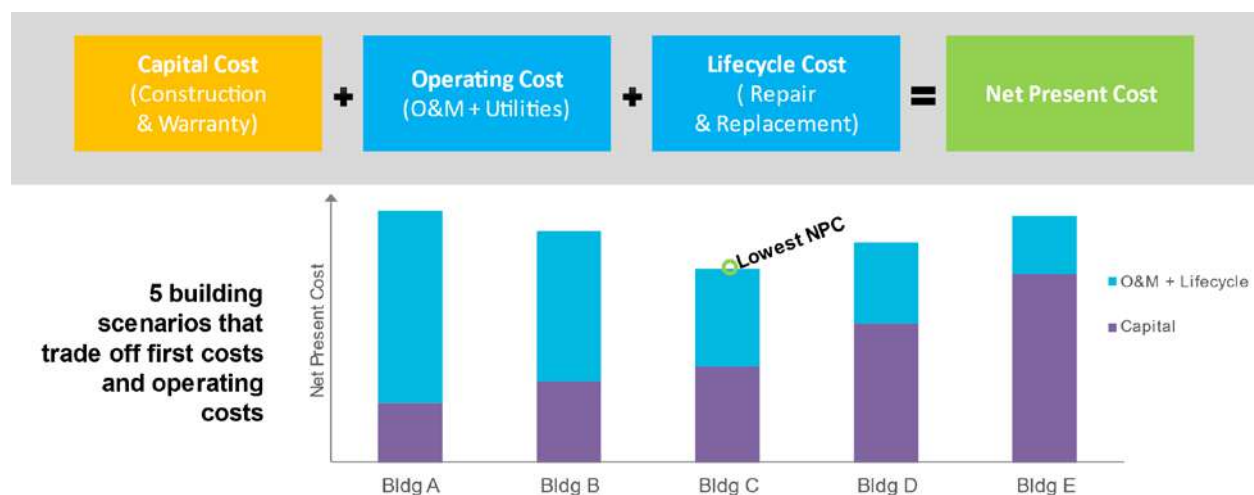
1. **Annex Estimate** - \$3,500,000 (est.)
2. **Administration Building Enhancements** - \$650,000 (est)
3. **OCSO Roof** - \$855,000 (est)

By talking with government agencies across North America, Johnson Controls developed a list of challenges with existing buildings. These are common issues that have presented themselves due to a number of reasons. We know as operators of buildings across the globe, reductions in maintenance spending creates inefficiency in buildings. Not being able to fully support long-term funding for building infrastructure creates inefficiency and leads to the problems and challenges that governments face today:

- Building assets are suffering from deferred maintenance and lack of capital repair funding.
- Building stock is aging, with many well past their useable life.
- Limited number of energy savings initiatives undertaken and usually focused on paybacks of less than two years (low hanging fruit).
- Maintenance budgets are tight and limited.
- No capital renewal reserve set aside for modernization.
- Limited future capital is available.

Lifecycle Cost Model

At Johnson Controls, our role is to look out for **lifecycle costs** – to optimize the design from our design assist role. We bring the lifecycle cost analysis to the table to turn the focus to the lowest net present cost (NPC). Over the life of a building, an approach that looks at lifecycle costs is best for government leaders when making decisions on assets that can often be with them for half a century or longer. Often, government leaders take the lower initial cost solutions that have been value engineered to a point that issues begin to arise within the first five years of operation. The chart below describes the “whole of life” concept and total life cycle costs for new construction projects in the public sector.



Total Lifecycle Cost

Total lifecycle cost examines the three major cost components during the life of a facility, providing you with a net present cost. As you can see, NPC not only determines the upfront capital costs, but also the operating costs and lifecycle costs. Assessing NPC is important in making the best decisions for the County, its constituents, and future generations. We encourage the County to take into consideration the lifecycle cost of the Annex Building, ensuring the building stands the test of time and serves future generations effectively and efficiently.

Path Forward

County leadership will need to decide to move forward with these plans or phases of these plans listed above. Once a decision to move forward is made, the County will need to decide upon a procurement path for this project. The following path is suggested: *The County of Oconee should solicit statements of qualifications from firms with the experience, capabilities, and qualified available staff to provide Program Management Services for the new Annex Building and Administration Building Upgrades and OCSO roof replacement. The primary objective of this process is to identify a firm that can serve as the County's advocate and partner to develop a project that is well-designed and constructed, delivered on time and within approved budgets and represents a high value of investment by the County.*

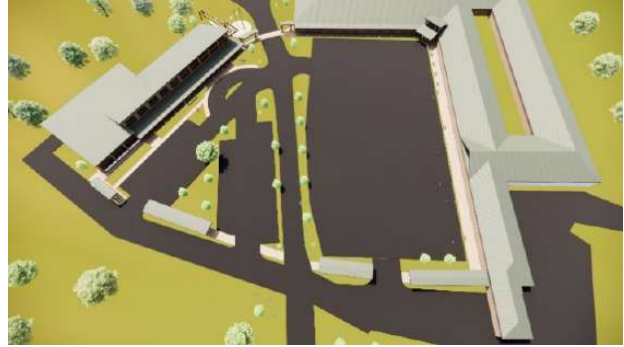
The Program Management Firm will be tasked with representing the interests of the County throughout the duration of the project. Such firm oversees activities ranging from planning, coordination, scheduling and cost control, to design, construction and commissioning. Program managers work in tandem with the owners. They understand the needs of the owners, so much so they can speak for their needs, while also applying their best practices as leaders in the construction industry.

Summary

With growing demands of County infrastructure at the current Pine Street Administration Building, a plausible solution is to construct an Annex Building to accommodate your needs for effective meeting space and the increasing need for secure voting processes and equipment. A site study confirms that an Annex Building could work well on the adjacent parcel of land with the Administration Building parking lot. Johnson Controls has proposed an Annex Building concept along with upgrades to the current Administration Building campus. Such designs will need further refining by County leadership.



Our team has provided estimated construction costs for the early designs and renovations. We encourage Oconee County leadership to view this project from a long-term perspective and include certain maintenance designs and services to protect the integrity of this asset for future generations. In addition, our extensive knowledge of building automation and security can aid the design and construction process to ensure the election assets are secure to the highest degree – helping protect the integrity of elections in Oconee County. Last but certainly not least, the program management firm should work to involve local subcontractors wherever feasible – as JCI did for the recent energy efficiency project.



Appendix

Grants, Rebates, and Incentives (To be explored and are not guaranteed.)

Energy Efficiency and Conservation Block Grant Program

Through the 2009 American Recovery and Reinvestment Act (Recovery Act), the U.S. Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) Program provided \$3.2 billion in block grants to cities, communities, states, U.S. territories, and Indian tribes to develop, promote, implement, and manage energy efficiency and conservation projects that ultimately created jobs.

The EECBG Program represents the largest nationwide direct investment in energy efficiency and renewable energy technologies at the community level in U.S. history, rapidly increasing the number of communities directly engaged with DOE on programs that increased renewable energy capacity, technical knowledge, and deployment of energy efficiency projects at the local level.

ConserFund Loan Program

The South Carolina Energy Office offers the ConserFund Loan Program to fund energy efficiency improvements in state agencies, local governments, public colleges and universities, school districts and private non-profit organizations. The ConserFund Loan Program will fund a variety of efficiency improvements, but priority is given to projects that have a fast energy savings payback. Generally, ConserFund loans are to be used on retrofits of existing buildings. However, ConserFund may be used to finance energy recovery systems, ground source heat pumps, biomass, solar, and other renewable energy systems in new construction facilities.

Organizations may finance one or multiple projects, covering up to 100% of eligible project costs, from \$25,000 to \$500,000. Implementation of the energy efficiency improvement must begin within six months of the loan closing and the proposed energy improvement must have long-term cost reductions to qualify.

Net Metering

Resident net metering customers of independently owned utilities (IOUs) can install renewable systems of 20 kW or less and nonresidential customers can install systems with a cap of the lesser of 100% of demand or 1 MW. Renewable systems are defined as solar photo-voltaic, solar thermal, wind, hydroelectric, geothermal, tidal, wave, recycling, biomass, and combined heat and power and hydrogen fuel derived from renewable sources. These systems must be owned, leased, or operated by the customer-generator and must meet all interconnection, performance, safety, and reliability standards established by relevant authorities.

The utility is responsible for maintaining an account of total electricity produced and consumed. When less electricity is produced than consumed in a month, then the customer-generator pays the difference. When

more electricity is produced than consumed in a month, excess kilowatt-hour credits roll over to the next month. Utilities must annually pay out for any excess electric production at the avoided cost rate to zero-out electric bills and re-start the monthly carry-over process. Excess generation credits cannot be used to pay for non-volumetric charges.

Energy Efficiency Rebate Program

Duke Energy's Smart \$aver Incentive program offers prescriptive and custom rebates to non-residential customers to install energy efficient equipment in their facilities. All Duke Energy South Carolina nonresidential electric customers are eligible, except those that have elected to opt out of the Energy Efficiency Rider. Rebates are available for a wide range of equipment including lighting, heating and cooling equipment, chillers and thermal storage units, motors, pumps, VFDs, process equipment, and food service equipment. All equipment must meet certain energy efficiency standards stated on the program web site. To receive the rebates, customers should submit a completed application within 90 days after the equipment is installed and operational. A list of frequently asked questions and the program application forms can be found on the program website.

Energy Efficiency Revolving Loan

The Energy Efficiency Revolving Loan (EERL) program was established through the US Department of Energy/ Energy Office using "stimulus" funding and is limited to funding available at the time the loan application is filed. It is administered by the Business Development Corporation (BDC). The purpose of the loan fund is to enable business and industry to save money by saving energy. The fund is also open to other entities including utilities and government agencies.

Applicable County Goals, Objectives, and Strategies that are germane to the fulfillment of this study's recommendations derived from the 2020 Oconee County Comprehensive Plan:

- Objective 2.1.2. Encourage and attract young adults and families to remain in Oconee County.
- Strategy 7.1.3.2. Regularly update and utilize the County Capital Improvements Plan to systematically construct and upgrade facilities identified in the Community Facilities Plan.
- Strategy 10.2.1.2. Broaden utilization of grants to assist with capital projects and leverage existing resources to provide matching funds for grant opportunities.
- Strategy 10.1.1.3. Utilize the County's Five-Year Capital Plan to systematically construct and upgrade facilities identified in the Master Plan.
- Strategy 10.2.1.3. Explore and pursue other revenue sources such as user-based fees, impact fees, and other sources to help fund infrastructure.
- Strategy 9.2.1.4. Explore and adopt appropriate traffic management tools and techniques available through land use regulation that utilize concepts such as limiting the number of curb cuts in high traffic areas.
- Strategy 4.3.2.1. Support small business start-up and expansion and assist in clearing key steps in the development and start-up process to include permitting and inspections, licensing, and eligibility for State and local incentives.

- Strategy 4.3.3.2. Capitalize on the local traditional arts, culture, and heritage of the County as an economic opportunity for small business development, downtown revitalization, and tourism.
- Strategy 8.1.1.9. Activate vacant and underutilized County owned property to facilitate a program that invites entrepreneurs, non-profits, residents, and other groups to begin entry-level agricultural businesses, community gardens, and pilot programs for engaging residents in the agricultural processes.
- Strategy 4.1.1.5. Recruit new industry to the County and assist in expansion of existing employers in the target sectors of advanced manufacturing, biosciences, automotive, and energy.
- Strategy 7.3.1.1. Partner with public and private entities to develop a countywide greenway system that will offer opportunities for nature-based recreation in areas where few currently exist and to connect existing parks to enable safe cycling routes.
- Strategy 9.3.2.1. Provide and encourage pedestrian and bicycle connectivity between existing and planned residential, parks and recreation areas, trails, public facilities, and commercial and industrial uses that will enable alternative transportation opportunities.
- Strategy 9.3.2.3. Seek funding opportunities to create nature trails, sidewalks, bicycle lanes, and other facilities designed to make communities more walkable, reduce vehicular traffic, and improve safety for pedestrians and cyclists.
- Strategy 10.1.2.9. Expand bicycle and pedestrian routes to allow for greater use of alternative forms of transportation and to promote ecotourism opportunities.
- Strategy 10.1.2.1. Encourage development in a way that protects and preserves our natural resources.
- Strategy 10.1.2.2. Manage development in a manner that ensures our natural resources and lifestyle enhance sustainable economic growth and job opportunities.
- Strategy 10.1.2.12. Conserve and protect features of significant local, regional, and national interest, such as scenic highways, state parks, historic sites, and expand efforts to promote these features for tourism.
- Strategy 7.2.3.3. Partner with private entities in the development of emergency satellite facilities and specialized response equipment.
- Strategy 10.1.1.4. Create and update plans and cost estimates that address specific infrastructure priorities with accurate inventories and analyses of existing county conditions.
- Strategy 10.1.1.5. Establish programs to review all existing community facilities to determine needed upgrades resulting from both the aging of the facilities and the population growth of Oconee County.
- Strategy 10.1.1.6. Prioritize infrastructure and facilities needs and capital investment.
- Strategy 10.1.2.1. Encourage development in a way that protects and preserves our natural resources.
- Objective 10.2.1. Explore and evaluate alternative methods of obtaining revenue and grant monies to fund capital improvement and new infrastructure.

Oconee County Infrastructure Feasibility Study



Introduction

- Johnson Controls (JCI) and Oconee County completed a successful Energy Savings Guarantee project in 2021 saving the County more than \$3.7 million over the life of the project with \$253,000 in annual savings.
- JCI commissioned late last year to conduct this feasibility study for Annex and other infrastructure upgrades.
- The intention of the report is to establish an economically reasonable and technically feasible project development framework with conceptual drawings and early estimated costs for construction.

Assessment

Growth of County
Increasing Needs of Citizens,
Employees, and Elected
Officials for Appropriate
Facilities for Effective
Government

Secure Election Facilities

Pine Street Administration
Facility Safety



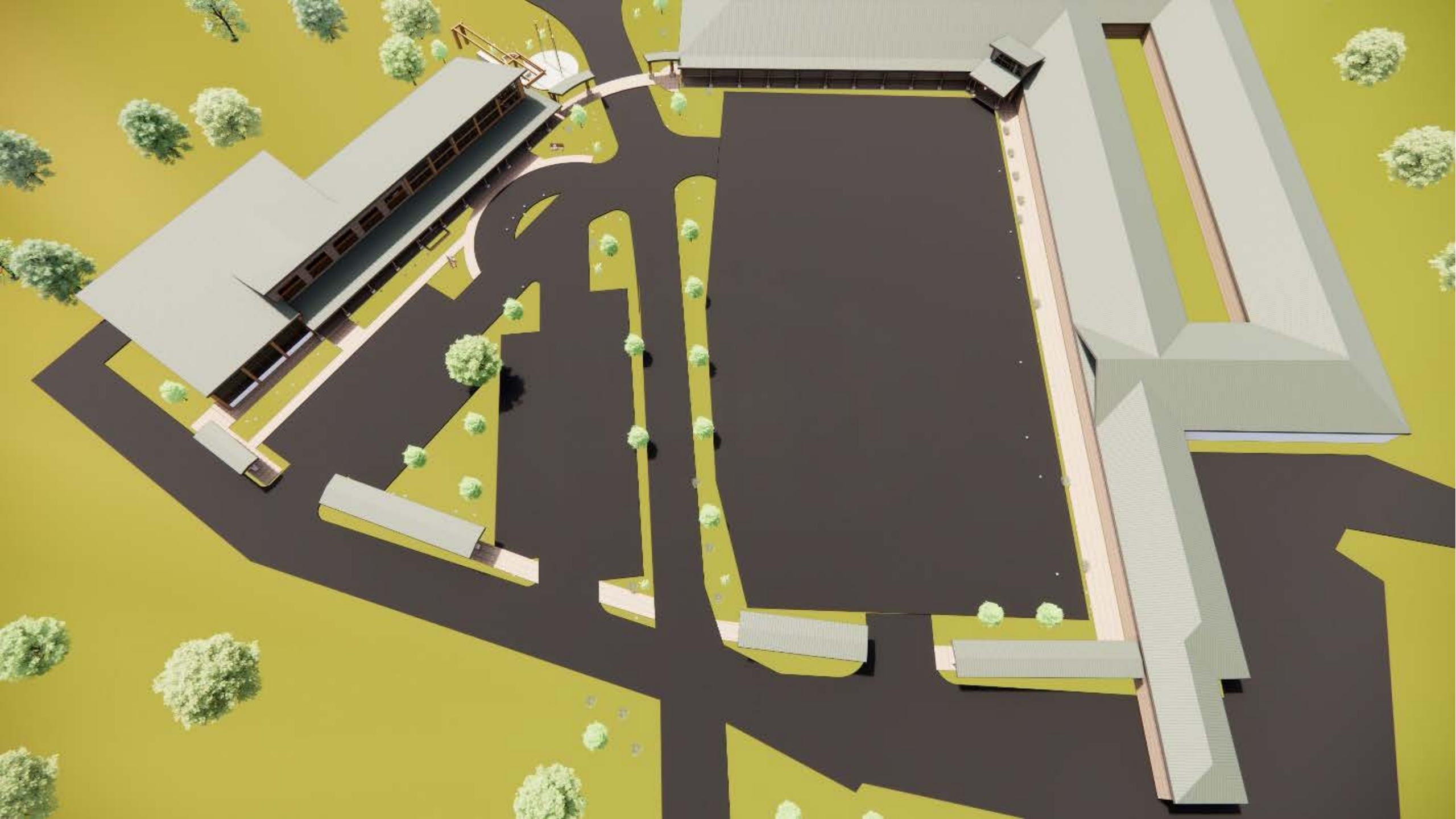
Solutions

OSCO Roof Replacement

Administration Building Modifications

Annex Building to Administration Building



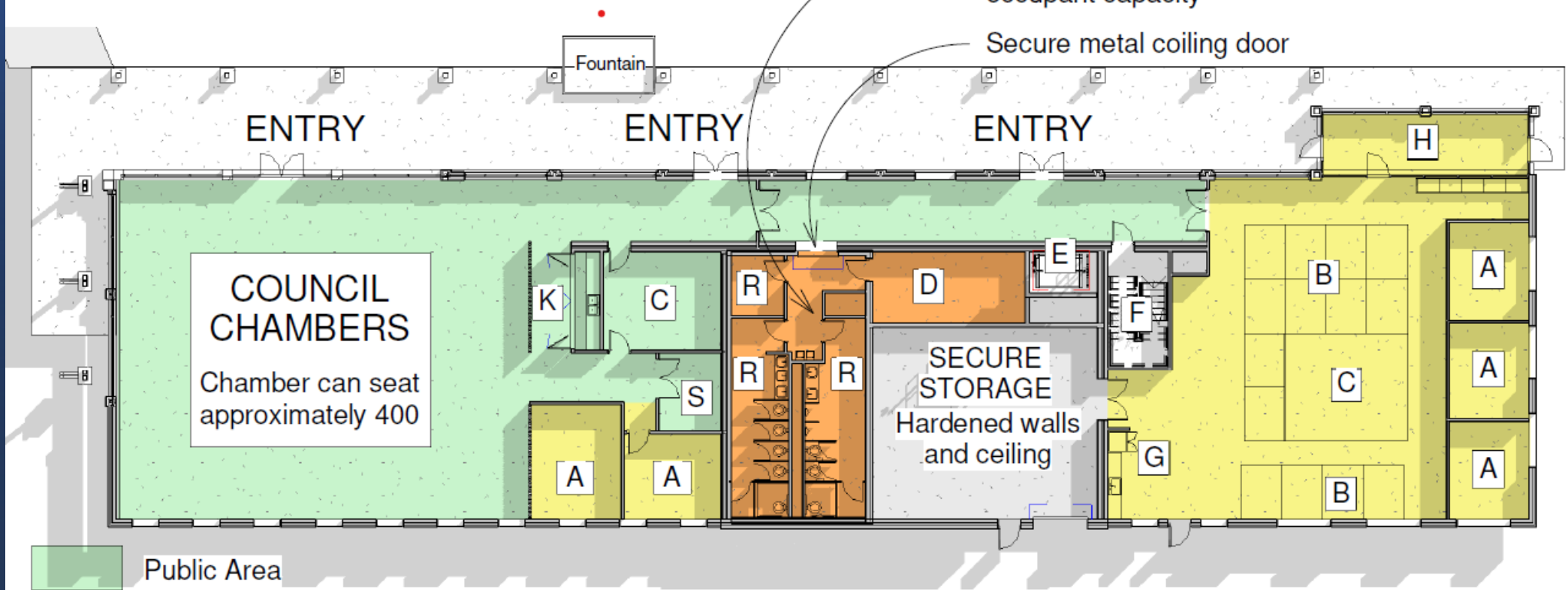




• MAIN LEVEL APPROXIMATE SQUARE FOOTAGE:
10,700 Sq. Ft.

Restrooms as hardened tornado refuge area with 100 occupant capacity

Secure metal coiling door



Public Area

Office Area

Hardened Shelter

Storage

A Office

B Cubicle

C Conference

D First Aid & On-Call Room

E Elevator

F Stair

G Break Area

H Clerk Counter

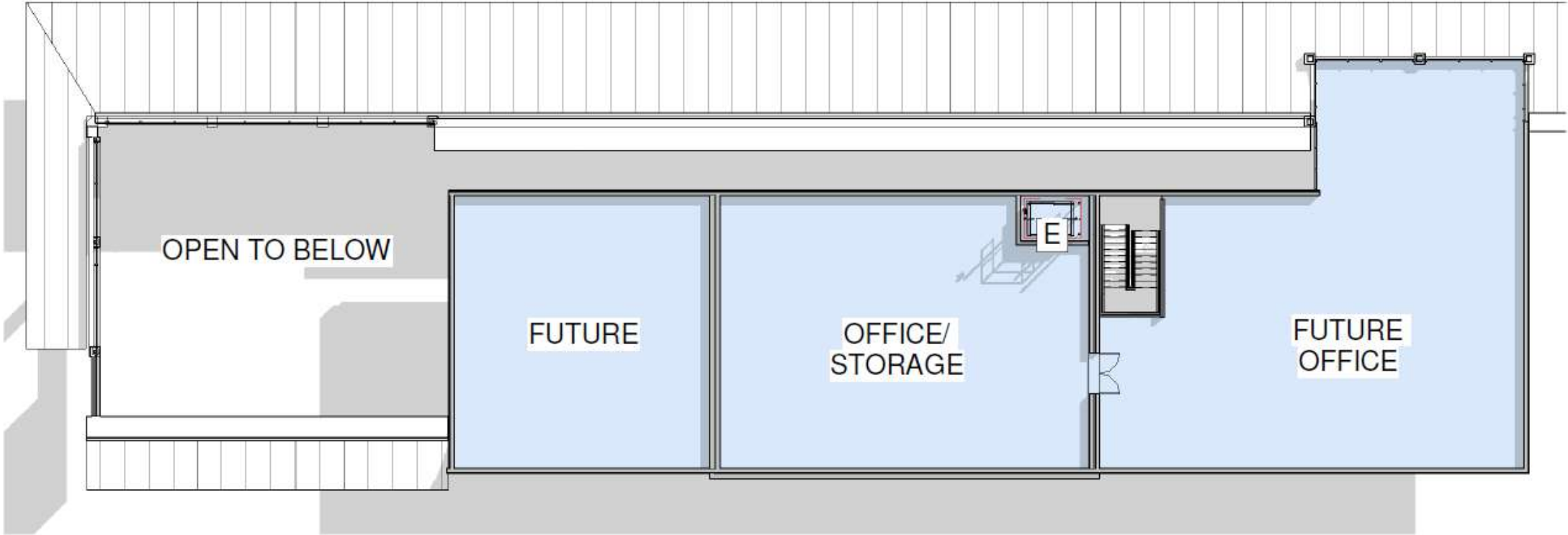
K Serving Area

R Restroom

S Storage



Space to be determined
Approximately 6600 Sq. Ft.



2

UPPER LEVEL

1" = 30'-0"

Solutions – *Estimated Costs*

OSCO Roof Replacement - \$855,000

Administration Building Modifications - \$650,000

Annex Building to Administration Building - \$3,500,000

TOTAL - \$5,005,000

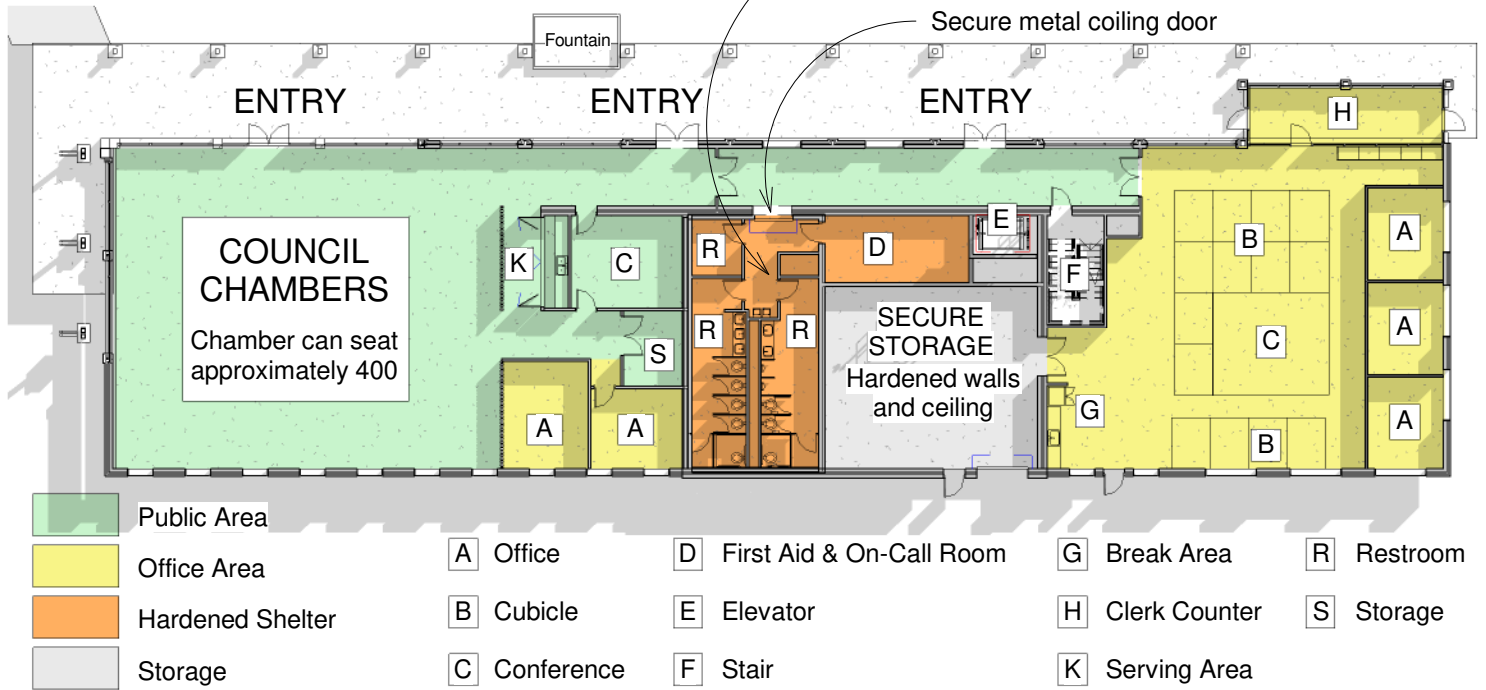
Path Forward

Hire Program Management Firm - to serve as the County's advocate and partner to develop this project. This will ensure that is project is well-designed and constructed, delivered on time and within approved budgets. In addition, such action will bring maximum value of this investment by the County.

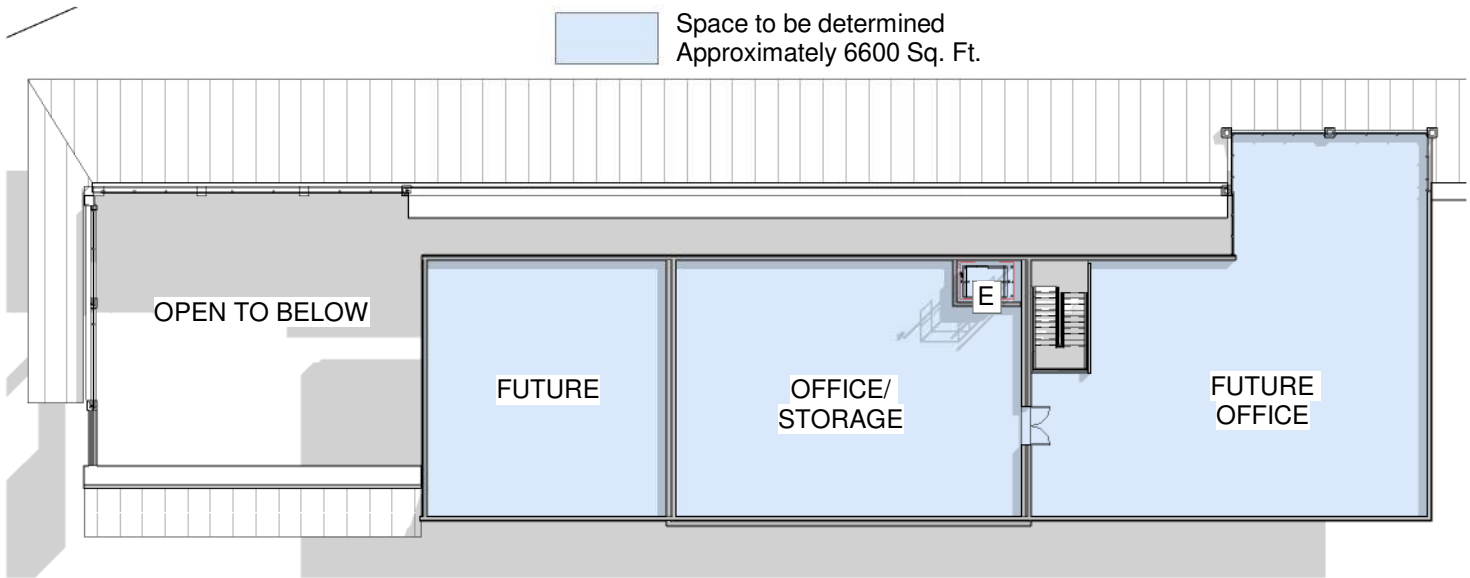
MAIN LEVEL APPROXIMATE SQUARE FOOTAGE:
10,700 Sq. Ft.

Restrooms as hardened tornado refuge area with 100 occupant capacity

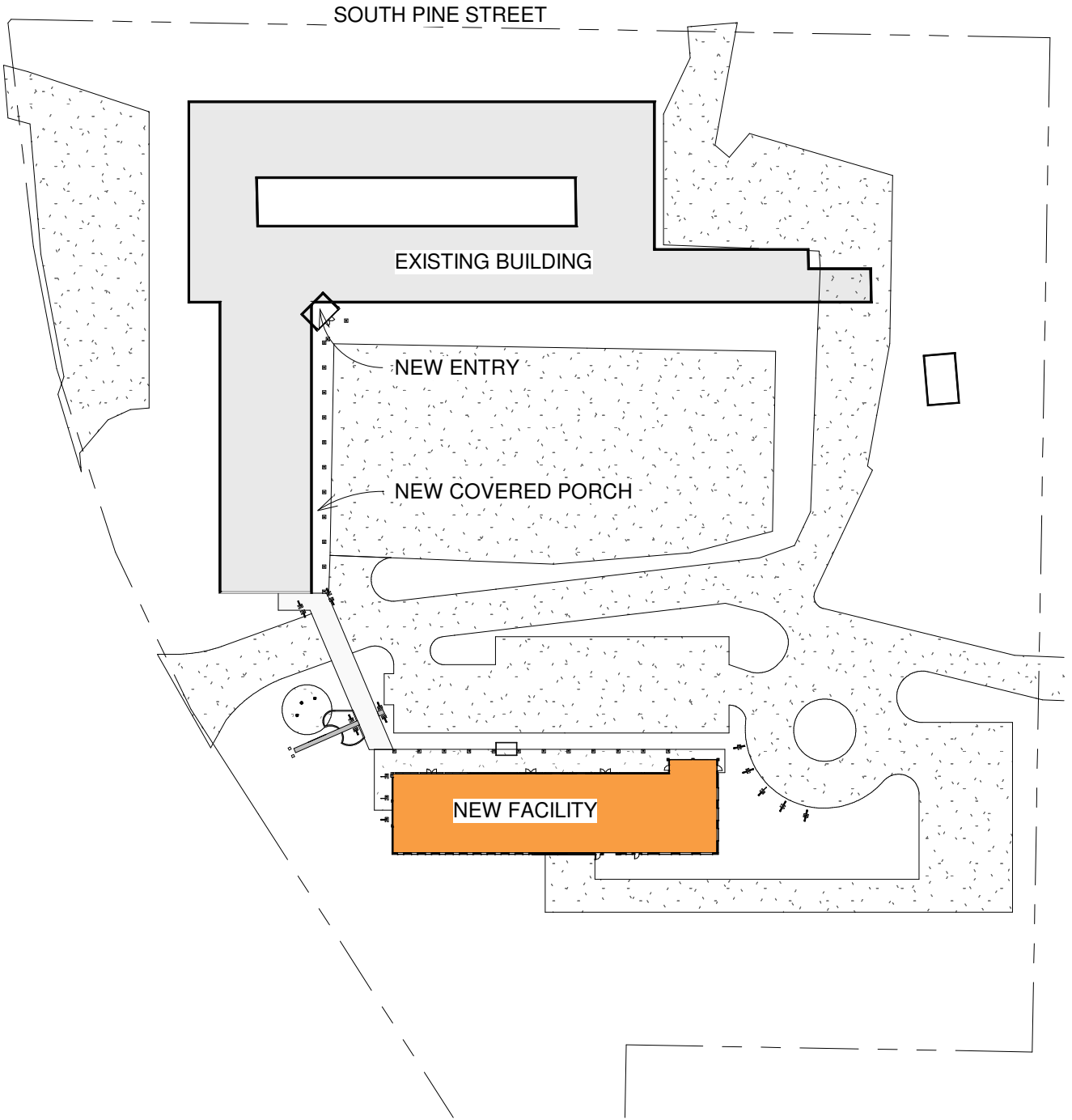
Secure metal coiling door



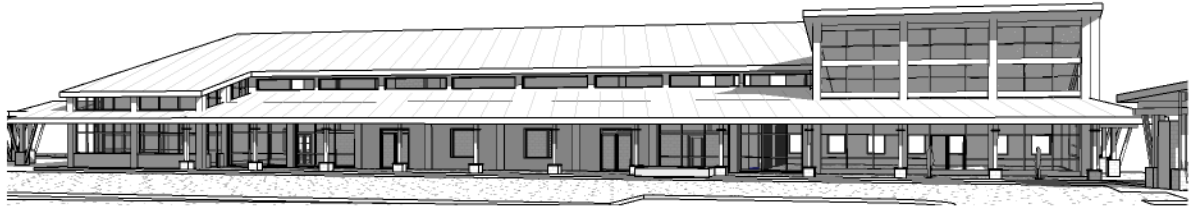
1 MAIN LEVEL
1" = 30'-0"



2 UPPER LEVEL
1" = 30'-0"



1 SITE PLAN
1" = 100'-0"



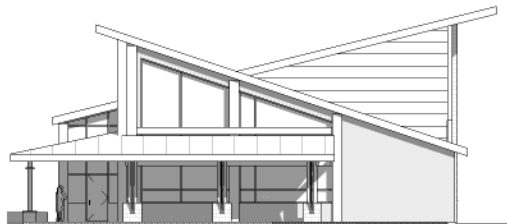
① View 1



② View 2



③ Courtyard
1" = 30'-0"



④ Street Elevation
1" = 30'-0"

Protecting Farmland in Oconee County

Over the past few years, the public has requested that the Oconee County Council explore possible policy initiatives to protect agricultural land. As we are all aware, local farmers face increasing challenges due to burdensome federal and state regulations, difficulty in accessing processing facilities due to lack of capacity, competition from domestic and international mega farms, increasing input costs due to inflation, and the fact that the average age of farmers rises every year. Faced with these headwinds, farmers often have no choice but to consider leaving the farming profession.

Farmland & Ranchland Loss

According to the 2017 Census of Agriculture, the number of acres farmed in Oconee County has been reduced from 78,349 in 2002 to 62,499 in 2017, which is more than a 20% decrease. The American Farmland Trust reports that from 2002 through 2016, the US lost 2,000 acres of farmland and ranchland every day.

Rising Average Age of Farmers

According to the 2017 Census of Agriculture, 19% of farmers in Oconee County are younger than 45 years of age, while 81% of Oconee County farmers are 45 years of age or older. The average age of farmers in Oconee County has increased from 54.3 years of age in 2002 to 56.1 years of age in 2017.

Food Inflation

According to the U.S. Bureau of Labor Statistics, annualized food inflation accelerated for a 13th straight month to 10.4% in June 2022, which is the greatest increase since February 1981. The "food at home" index rose 12.2% for the period ending June 2022, the biggest 12-month increase since the period ending April 1979. The "food away from home" index rose 7.7% for the period ending June 2022, the biggest 12-month increase since the period ending November 1981. All six major grocery store food indexes increased over the period ending June 2022, with five of the six indexes rising more than 10%. During the same period, average hourly earnings increased by 5.1%.

Conclusion

As is clear from the statistics, food prices are generally rising twice as fast as wages. Farmland continues to disappear and the average age of farmers continues to rise. As a county, we cannot control inflation or increase wages, but we can encourage our farmers to continue farming and to protect their farmland. I propose that we establish a task force to study the issue of current and projected farmland loss, and to provide potential solutions for addressing the issue. Though not an exclusive list, at a minimum, the task force should be comprised of members of the following existing bodies, as well as relevant staff:

- (a) FARM Center Board
- (b) Oconee County Agriculture Advisory Board
- (c) Oconee County Conservation Bank Board
- (d) Oconee County Planning Commission
- (e) Oconee Food Council
- (f) Oconee Soil and Water Conservation District Board
- (g) Representative of the Agriculture Community

The task force should seek input from Oconee County residents and the following stakeholder organizations:

- (a) Chattooga Conservancy
- (b) Oconee County 4-H
- (c) Oconee County Beekeepers Association
- (d) Oconee County Cattlemen's Association
- (e) Oconee County Cooperative Extension
- (f) Oconee County Farm Bureau
- (g) Oconee County Homebuilders Association
- (h) Oconee County Schools FFA Chapters
- (i) Oconee Cultivation Project
- (j) Oconee Economic Alliance
- (k) Oconee Preservation Unlimited Stewardship Trust
- (l) South Carolina Pork Board
- (m) South Carolina Poultry Federation
- (n) South Carolina Soybean Board

**Salem Loop Project
Phase 1**

Construction Update

July 19, 2022

Phase 1 original funding plan September 2021:

Engineers opinion of cost:	\$700,000
Funding appropriation:	
Oconee County.....	\$210,000
State Revolving Fund(loan)..	\$216,000
Town of Salem cash contribution....	\$274,000

Actual cost of infrastructure received by low bid in January 2022:

Awarded low bid including engineering....	\$998,441
Funding appropriation:	
Oconee county....	\$210,000
State Revolving Fund(loan)..	\$216,000
Town of Salem cash contribution....	\$572,441

**Salem Loop Project
Phase 2 & 3**

**Funding Updates
July 19, 2022**

Town of Salem Water Infrastructure Improvements



A.
S.C. Hwy. 11 Business Corridor
8" Connector

B.
100,000 Gallon
Ground Storage Tank

Legend

-  Proposed_Tank
-  Proposed
-  <all other values>
- Diameter**
-  0.75
-  1
-  2
-  2.5
-  3
-  4
-  6
-  8
-  10
-  12
-  16
-  18
-  24
-  Tank
-  Boundary
-  Salem_Roads_08172020



Date: 3/12/2021

1 inch = 5,000 feet

 08172020_001_012021_1.mxd

Revised: 3/11/2021
6/23/2022

TOWN OF SALEM - WATER INFRASTRUCTURE IMPROVEMENTS

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

B. 100,000 GALLON GROUND STORAGE TANK

ITEM NO.	DESCRIPTION	EST QTY.	UNIT	UNIT PRICE IN PLACE	AMOUNT
<u>A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR</u>					
1.	EQUIPMENT MOBILIZATION		LS		32,000.00
2.	TESTING & STERILIZING		LS		8,500.00
3.	BACTERIOLOGICAL SAMPLING		LS		3,400.00
4.	8" x 8" MAIN CONNECTION (S. LITTLE RIVER ROAD)		LS		6,500.00
5.	8" x 8" MAIN CONNECTION (PARK AVENUE)		LS		6,000.00
6.	BORE/JACK 16" STEEL CASING (8" D.I. CARRIER)	240	LF @	360.00	86,400.00
7.	8" DIP (CL360) / FITTINGS / MMTAPE / WIRE	12,700	LF @	85.00	1,079,500.00
8.	8" MJ GATE VALVE / BOX / RING	10	EA @	1,800.00	18,000.00
9.	6" MJ GATE VALVE / BOX / RING	9	EA @	1,500.00	13,500.00
10.	THREE-WAY FIRE HYDRANT ASSEMBLY	8	EA @	4,600.00	36,800.00
11.	BORE DRIVEWAYS	420	LF @	70.00	29,400.00
12.	PRESSURE REGULATION STATION (COMPLETE)	2	EA @	110,000.00	220,000.00
13.	CONCRETE MARKER	12	EA @	70.00	840.00
14.	EROSION CONTROL BMP'S		LS		28,000.00
15.	TRAFFIC CONTROL		LS		17,000.00
16.	BRIDGE CROSSING		LS		105,000.00
A. TOTAL CONSTRUCTION					\$ 1,888,840
<u>B. 100,000 GALLON GROUND STORAGE TANK</u>					
1.	SITE WORK		LS		65,000.00
2.	ELECTRICAL & CONTROL VALVES		LS		45,000.00
3.	STEEL GROUND TANK & FOUNDATION		LS		260,000.00
B. TOTAL CONSTRUCTION					\$ 370,000
TOTAL CONSTRUCTION A & B					\$ 2,058,840
Construction Contingency					205,884
TOTAL CONSTRUCTION & CONTINGENCY					2,264,724
Engineering, Inspection, Construction Management					210,000
SCDHEC Application Fee					600
SWPPP Permitting					
G.I.S. Mapping Fee					8,500
P&P Bonds					50,000
TOTAL PRELIMINARY OPINION OF COSTS					\$ 2,533,824

Roster Group
110 West First Ave., Suite D
Easley, SC 29640

3/11/2021

TOWN OF SALEM - WATER INFRASTRUCTURE IMPROVEMENTS**A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR****B. 100,000 GALLON GROUND STORAGE TANK**

ITEM NO:	DESCRIPTION	EST QTY.	UNIT	UNIT PRICE IN PLACE	AMOUNT
<u>A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR</u>					
1.	EQUIPMENT MOBILIZATION		LS		<u>28,000.00</u>
2.	TESTING & STERILIZING		LS		<u>6,500.00</u>
3.	BACTERIOLOGICAL SAMPLING		LS		<u>3,400.00</u>
4.	8" x 8" MAIN CONNECTION (S. LITTLE RIVER ROAD)		LS		<u>6,500.00</u>
5.	8" x 6" MAIN CONNECTION (PARK AVENUE)		LS		<u>6,000.00</u>
6.	BORE/ JACK 16" STEEL CASING (8" D.I. CARRIER)	240	LF	@ 280.00	<u>67,200.00</u>
7.	8" DIP (CL360) / FITTINGS / MMTAPE / WIRE	12,700	LF	@ 62.00	<u>787,400.00</u>
8.	8" MJ GATE VALVE / BOX / RING	10	EA	@ 1,600.00	<u>16,000.00</u>
9.	6" MJ GATE VALVE / BOX / RING	9	EA	@ 1,200.00	<u>10,800.00</u>
10.	THREE-WAY FIRE HYDRANT ASSEMBLY	8	EA	@ 4,200.00	<u>33,600.00</u>
11.	BORE DRIVEWAYS	420	LF	@ 70.00	<u>29,400.00</u>
12.	PRESSURE REGULATION STATION (COMPLETE)	2	EA	@ 85,000.00	<u>170,000.00</u>
13.	CONCRETE MARKER	12	EA	@ 60.00	<u>720.00</u>
14.	EROSION CONTROL BMP'S		LS		<u>24,000.00</u>
15.	TRAFFIC CONTROL		LS		<u>15,000.00</u>
16.	BRIDGE CROSSING		LS		<u>80,000.00</u>
A. TOTAL CONSTRUCTION					\$ 1,284,520
<u>B. 100,000 GALLON GROUND STORAGE TANK</u>					
1.	SITE WORK		LS		<u>50,000.00</u>
2.	ELECTRICAL & CONTROL VALVES		LS		<u>35,000.00</u>
3.	STEEL GROUND TANK & FOUNDATION		LS		<u>180,000.00</u>
B. TOTAL CONSTRUCTION					\$ 265,000
TOTAL CONSTRUCTION A & B					\$ 1,549,520
Construction Contingency					<u>154,952</u>
TOTAL CONSTRUCTION & CONTINGENCY					1,704,472
Engineering, Inspection, Construction Management					<u>187,492</u>
SCDHEC Application Fee					<u>600</u>
SWPPP Permitting					<u></u>
G.I.S. Mapping Fee					<u>8,522</u>
P&P Bonds					<u>51,134</u>
TOTAL PRELIMINARY OPINION OF COSTS					\$ 1,952,220

Rosier Group
110 West First Ave., Suite D
Eastley, SC 29640