

**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: July 19, 2022
Third Reading: August 16, 2022
Public Hearing: August 16, 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. The Grantor shall, however, obtain the County's written consent in relation to any such facility work which will materially alter the function of the New Drainage Easement Area, which consent will not be unreasonably withheld, conditioned, or delayed.

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 acknowledges that it will be responsible for any injuries to persons and damages to other property not associated with any such remedial or curative actions to the extent caused by its own negligence or willful misconduct or the negligence or willful misconduct of the County's employees, agents, contractors and subcontractors. 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. Notwithstanding the foregoing, or anything else in this Amendment or the Easement Agreement to the contrary, in the event of a breach of Grantor's maintenance and repair obligations under this Section 6 or Section 3.c. of the Easement Agreement, notice of such breach shall be given in writing by the County to Grantor. If such breach is not cured within thirty (30) days of receipt of written notice, or if cure of the breach has not begun within thirty (30) days and pursued with due diligence with respect to any breach that cannot be cured within said thirty (30) day period, the County may exercise any of the remedies set forth in this Amendment or the Easement Agreement.

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]

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

Exhibit "C"

Location of New Drainage Easement Area

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. The Grantor shall, however, obtain the County's written consent in relation to any such facility work which will materially alter the function of the New Drainage Easement Area, which consent will not be unreasonably withheld, conditioned, or delayed.

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~~acknowledges that are disturbed by the County pursuant it will be responsible for any injuries to persons and damages to other property not associated with any such remedial or curative actions to the extent caused by its own negligence or willful misconduct or the negligence or willful misconduct of the County's employees, agents, contractors and subcontractors. 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. Notwithstanding the foregoing, or anything else in this Amendment or the Easement Agreement to the contrary, in the event of a breach of Grantor's maintenance and repair obligations under this Section 6 or Section 3.c. of the Easement Agreement, notice of such breach shall be given in writing by the County to Grantor. If such breach is not cured within thirty (30) days of receipt of written notice, or if cure of the breach has not begun within thirty (30) days and pursued with due diligence with respect to any breach that cannot be cured within said thirty (30) day period, the County may exercise any of the remedies set forth in this Amendment or the Easement Agreement.

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.

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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]

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.

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Exhibit "B"

Terminated and Abandoned Drainage Easement Area

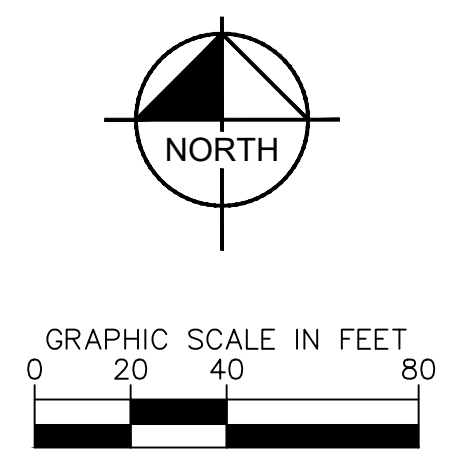
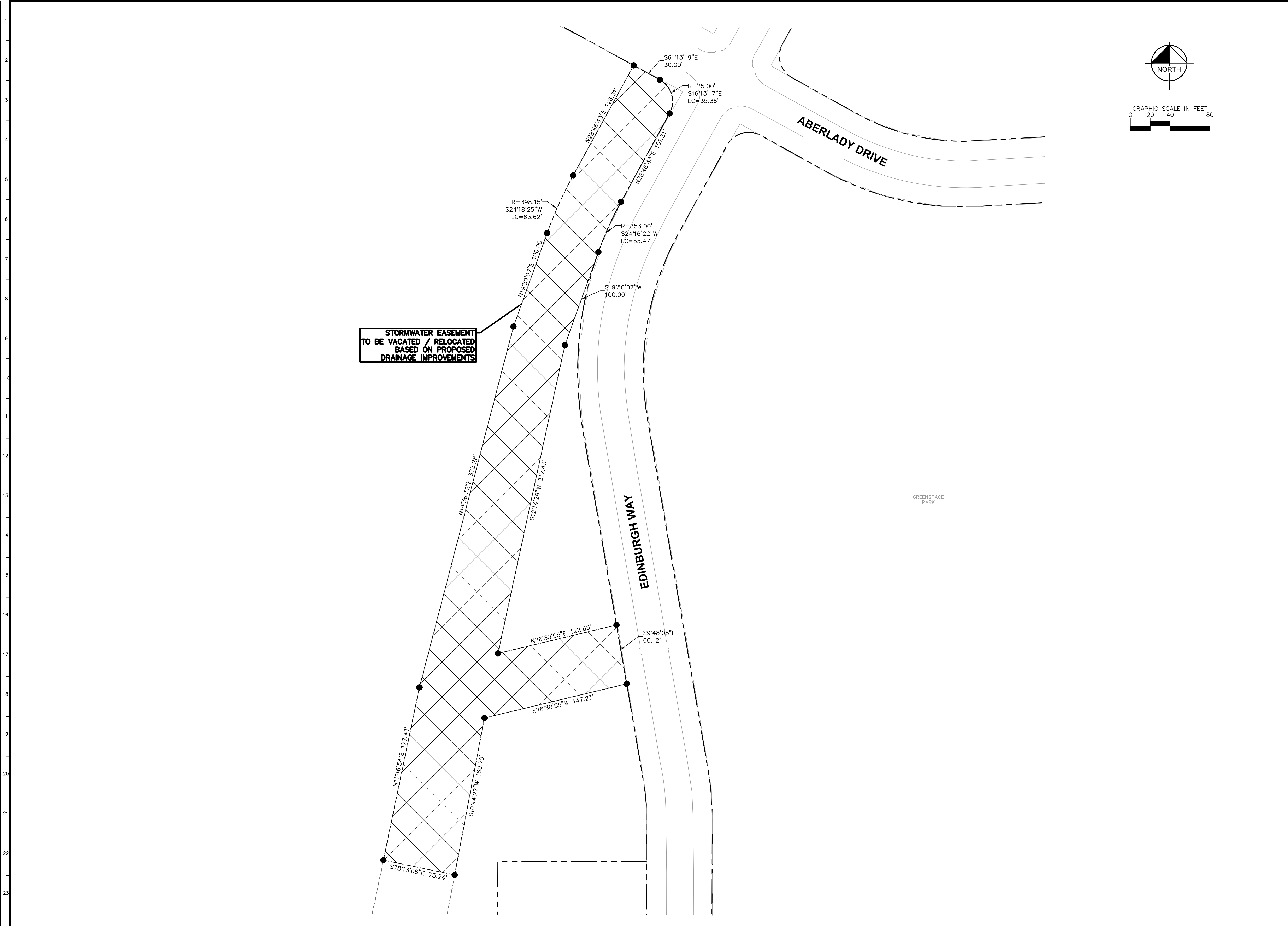
DRAFT

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
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No.		REVISIONS		DATE	BY
Kimley»Horn					
© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600 PHOENIX, AZ 85028 WWW.KIMLEY-HORN.COM					
SCALE:	AS NOTED	DESIGNED BY:	MYK		
		DRAWN BY:	MYK		
		CHECKED BY:	WAW		
ABANDONED EASEMENT EXHIBIT					
THE PIER AT CLEMSON - PH 7 ABERLADY DR & EDINBURGH WAY OCONEE COUNTY, SC					
ORIGINAL ISSUE: 7/7/2022					
KHA PROJECT NO. 168770002					
SHEET NUMBER EX-B					

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

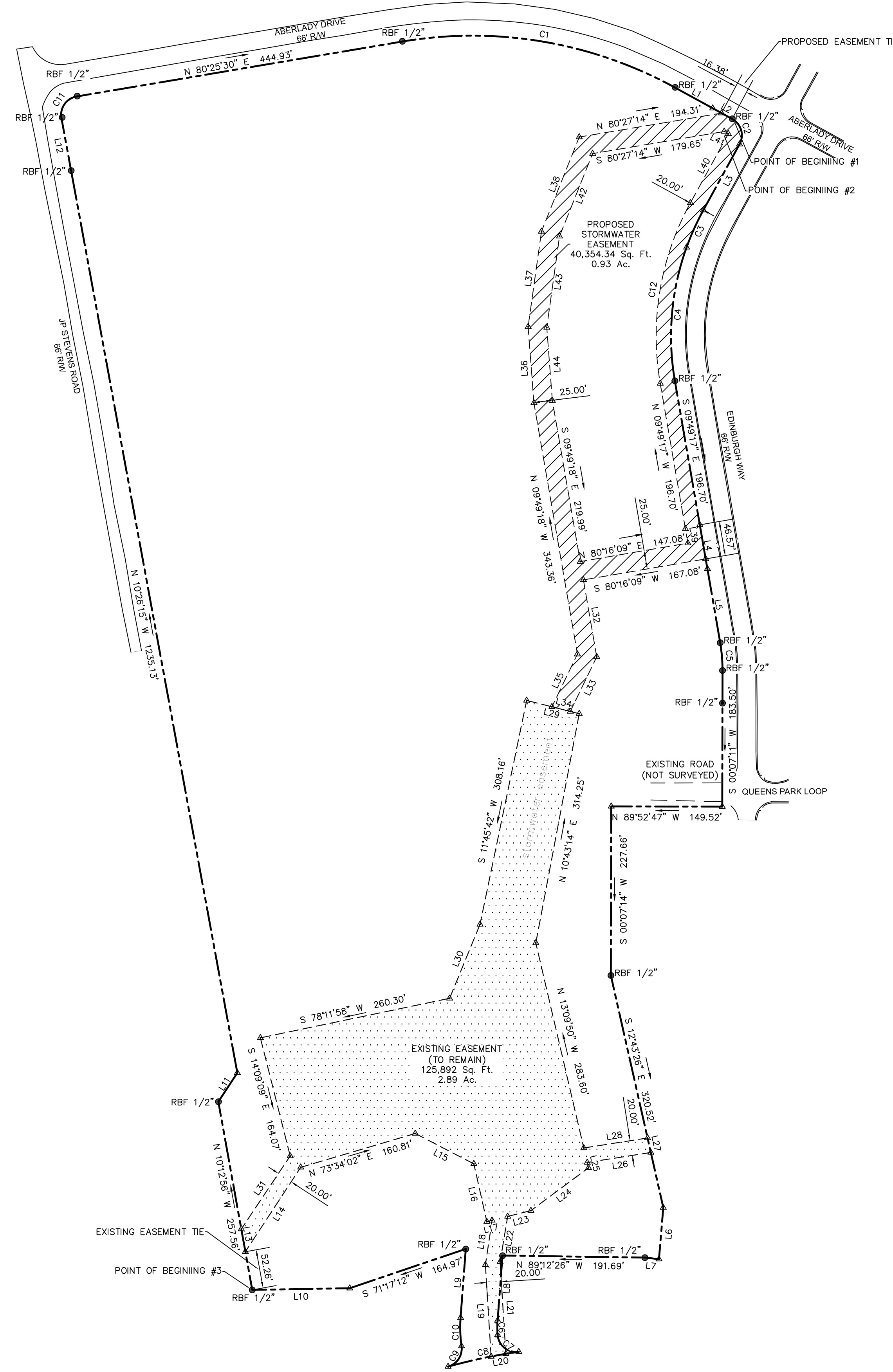
BEGINNING AT A CALCULATED POINT AT THE SOUTHWEST CORNER OF ABERLADY DRIVE AND EDINBURGH WAY; LABELED POINT OF BEGINNING #2;

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)

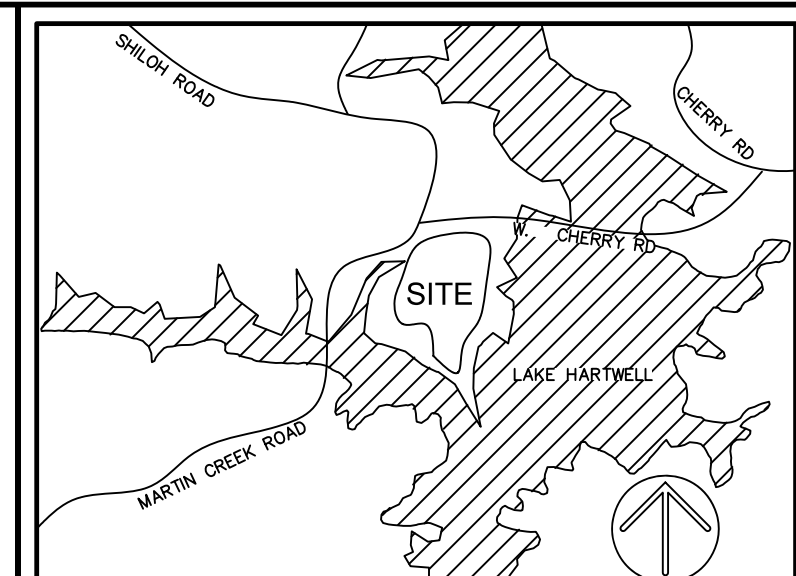
BEGINNING APPROXIMATELY 52.26' NORTHWEST OF A 1/2" REBAR FOUND; LABELED POINT OF BEGINNING #3;

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°29'09" 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
1. THESE PARCELS APPEAR TO LIE IN FLOOD ZONE X, COMMUNITY 450157, MAP NUMBER 45073C0365C, EFFECTIVE 9/11/2009.
 2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).

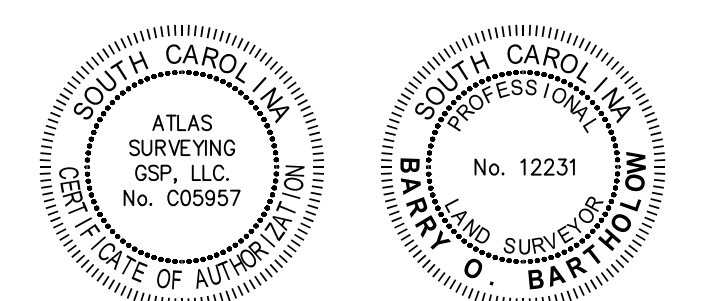
3. THE AREA INCLUDED IN THE STORM WATER EASEMENT SHALL NOT BE FILLED OVER, FILLED IN, OR CUT DOWN IN ANY MANNER WHICH WOULD CAUSE THE RAISING OR LOWERING OF THE GROUND GRADE LEVEL BEYOND THE ELEVATION(S) WHICH EXIST AT THE TIME OF THE CONVEYANCE OF THE EASEMENT AND NO BUILDING(S) OR STRUCTURE(S) OF ANY KIND EITHER TEMPORARY OR PERMANENT, SHALL AT ANY TIME BE PLACED OR CONSTRUCTED WITHIN THE AREA OF THE STORM WATER EASEMENT SHOWN.
4. 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
1. PB: B499, PG. 8-9
 2. PB: B545, PG. 3-4

PREPARED FOR:
 CORE SPACES
 A STORMWATER EASEMENT EXHIBIT OF
 A 17 ACRE PARCEL
 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.: OSP-2112
 FILE:OSP-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,

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- 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) 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.
- (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 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:

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- ~~(1) (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;~~
- ~~(2) (ii) Obtaining unanimous approval by the OCCB Board;~~
- ~~(3) (iii) Obtaining unanimous approval by County Council;~~
- ~~(4) (iv) Obtaining approval by the Oconee County Court of Common Pleas; and~~
- ~~(5) (v) Making 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) 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;~~
- ~~(2) Obtaining unanimous approval by the OCCB board;~~
- ~~(3) Obtaining unanimous approval by county council;~~
- ~~(4) Obtaining 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 <i>11-21-03</i>
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 <i>11-24-2003</i>

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 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
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
OCONEE COUNTY
ORDINANCE 2022-20**

AN ORDINANCE AUTHORIZING THE CONVERSION OF THAT CERTAIN FEE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND CASTO OCONEE, LLC, DATED AS OF JUNE 2, 2015, TO A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY, CASTO OCONEE, LLC, AND CASTO OCONEE II, LLC; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(d) of the Constitution of South Carolina and Sections 4-1-170, 4-1-175, and 4-29-68(A)(2) of the Code of Laws of South Carolina of 1976, as amended (collectively, the "MCIP Act"), to enter into an agreement for the development of a joint county industrial or business park with another South Carolina county or counties contiguous to the County, and is authorized to thereafter develop the industrial or business park (a "Park") described in such an agreement;

WHEREAS, the County, acting through the County Council, is authorized by the MCIP Act to establish a Park and expand or reduce its boundaries; upon expansion of a Park's boundaries to include new property, such property becomes exempt from *ad valorem* property tax liability and instead becomes subject to a fee in lieu of tax payment ("FILOT Payment") liability in an amount equivalent to the *ad valorem* property taxes that would have been due and payable except for the exemption provided by the MCIP Act;

WHEREAS, the County, acting through the County Council, is authorized by Section 4-1-175 of the MCIP Act to make payments derived solely from the FILOT Payment revenues it receives and retains from a Park under the MCIP Act for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property as defined in Section 4-29-68(A)(2) of the MCIP Act ("Public Infrastructure Reimbursements");

WHEREAS, the County, acting through the County Council, is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Negotiated FILOT Act") to enter into a fee in lieu of tax agreement (“Negotiated FILOT Agreement”) with business entities meeting the requirements of the Negotiated FILOT Act which identifies certain property of such business entities as economic development property, thereby providing certain negotiated fee in lieu of tax benefits (“Negotiated FILOT Benefits”) to induce such businesses to locate in the State and to encourage businesses now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County previously agreed in 2015 to provide certain benefits in the nature of (i) Negotiated FILOT Benefits and (ii) Public Infrastructure Reimbursements to Casto Oconee, LLC, a South Carolina limited liability company (“Casto” and, together with Casto II (as defined herein), the “Company”) to induce it to establish a commercial and business facility located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Original Project”). The Original Project was expected to involve an investment in the County of at least

Thirty Million Dollars (\$30,000,000), as measured by the fair market value of the investments as if such investments were not exempt from ad valorem property taxation pursuant to the Act, and thus make use of and employ manpower and other resources of the State;

WHEREAS, pursuant to an Inducement and Millage Rate Agreement dated as of December 2, 2014 (the "Inducement Agreement") between the County and the Company's predecessor in interest, Casto Southeast Realty Services, LLC, which was authorized by a Resolution adopted by the County Council on December 2, 2014 (the "Inducement Resolution"), the County previously identified and induced the Original Project;

WHEREAS, pursuant to an Ordinance enacted on June 2, 2015 (the "FILOT Ordinance"), and in accordance with the Inducement Agreement, the County Council authorized the County to enter into that certain Fee Agreement dated June 2, 2015 ("FILOT Agreement"), which identified the Company as a commercial enterprise and the property comprising the Original Project as economic development property under the Act, and provide both Negotiated FILOT Benefits and Public Infrastructure Reimbursements to the Company pursuant to the Negotiated FILOT Act and the Act;

WHEREAS, pursuant to Ordinance No. 2018-12 enacted by County Council on May 15, 2018 (the "MCIP Ordinance"), the County Council authorized the placement of certain property owned by or leased to the Company into the Park created by that certain Agreement for the Development of a Joint County Industrial and Business Park with Pickens County dated May 15, 2018 ("Park Agreement"), the term of which extends until December 31, 2059; and

WHEREAS, pursuant to Ordinance #555 enacted by the Pickens County Council on June 4, 2018, Pickens County Council approved the creation of the Park and the entering into of the Park Agreement;

WHEREAS, pursuant to Section 3.3 of the FILOT Agreement, Casto Oconee II, LLC, a South Carolina limited liability company (Casto II") was added as a sponsor affiliate by approval by the County Administrator of the Agreement and Acknowledgement of Casto II dated March 26, 2019 to be bound by the provisions of the FILOT Agreement;

WHEREAS, as of December 31, 2021, the Company has invested or caused to be invested an aggregate sum of over \$57,000,000 in the Original Project in the County, surpassing the Company's expected investment of \$30,000,000;

WHEREAS, based upon the Company's estoppel certificate to be provided to the County in substantially the form attached hereto as Exhibit A, the County has reimbursed infrastructure funds to the Company totaling \$590,684.83 of the \$2,400,000 repayment with a balance of \$1,809,315.17 remaining;

WHEREAS, the Company has requested the County terminate the FILOT Agreement (the "Termination") and simultaneously therewith convert the FILOT Agreement to a Public Infrastructure Reimbursement Agreement providing the same Public Infrastructure Reimbursements to the Company to ensure the maintenance of the Original Project in the County (the "Conversion Project");

WHEREAS, based upon the information supplied by the Company, the County has determined that the Termination and the Conversion Project would benefit the general public welfare of the County by maintaining service, employment, recreation, or other public benefits not otherwise provided locally; that the Termination and Conversion Project give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Termination and

the Conversion Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the maintenance of the Original Project within the County and State is of paramount importance; and, that the benefits of the Termination and the Conversion Project will be greater than the costs; and

WHEREAS, after due consideration the County has determined that (a) authorizing the Termination and the Conversion and (b) entering into a Public Infrastructure Reimbursement Agreement with the Company will further the purposes and objectives of the MCIP Act.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Pursuant to the MCIP Act and based on information provided by the Company, the County Council has made and hereby makes the following findings:

(a) By maintaining improved or expanded commercial capabilities for the Company and improvements to the sewer system, roads and other infrastructure in the area in which the Conversion Project is to be located, the Conversion Project will subserve the purposes of the MCIP Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes.

(b) Inasmuch as the Conversion Project, upon completion, will maintain employment within the County and will enhance the productivity and general economic viability of the Company, the Conversion Project is anticipated to benefit the general public welfare of the County by maintaining employment, increased tax base, and other public benefits.

(c) The Conversion Project will constitute a "project" as said term is referred to and defined in the MCIP Act and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the MCIP Act.

(d) The Conversion Project will not give rise to a pecuniary liability of the County or to any charge against its general credit or taxing power.

(e) The benefits of the Conversion Project will be greater than the costs.

Section 2. The Public Infrastructure Reimbursement Agreement providing for the Public Infrastructure Reimbursements with respect to the Conversion Project, in substantially the form as submitted herewith, is approved.

Section 3. The County, acting through the County Council, agrees to take whatever actions necessary, including the adoption of an Ordinance to maintain the Park Agreement and to ensure the Conversion Project remains included within the boundaries of the Park.

Section 4. The Chair of County Council is hereby authorized and directed to execute and deliver the Public Infrastructure Reimbursement Agreement on behalf of the County, in substantially the form attached, or with such changes or additions consistent with this Ordinance as shall not materially prejudice the County, upon the advice of the county attorney, his execution being conclusive evidence of such approval; and the Clerk of the County Council is hereby directed and authorized to attest the same.

Section 6. The Chair of County Council and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required in order to carry out, give effect to, and consummate the

transactions contemplated by the Public Infrastructure Reimbursement Agreement and this Ordinance.

Section 7. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 8. This Ordinance shall become effective immediately upon third reading by the County Council.

Section 9. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 10. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

(signature page follows)

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Jennifer C. Adams, Clerk to County Council
Oconee County, South Carolina

First Reading: August 16, 2022
Second Reading: [DATE], 2022
Third Reading: [DATE], 2022
Public Hearing: [DATE], 2022

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance enacted upon third reading by the Oconee County Council at a duly called meeting on _____, 2022.
2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.
3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this_ day of _____, 2022.

[SEAL]

Jennifer C. Adams, Clerk to County Council
Oconee County, South Carolina

EXHIBIT A

ESTOPPEL CERTIFICATE

TO: Oconee County, South Carolina

RE: Fee Agreement dated as of June 2, 2015 (“**FILOT Agreement**”) between Oconee County, South Carolina (the “**County**”) and Casto Oconee, LLC, a South Carolina limited liability company (the “**Sponsor**”) as amended on March 26, 2019 by the County and Company to add Casto Oconee II, LLC, a South Carolina limited liability company (“**Sponsor Affiliate**” and, together with Sponsor, the “**Company**”).

The Sponsor hereby certifies to the County regarding the FILOT Agreement and certain Additional Infrastructure Rebates as follows:

1. All terms used but not defined herein shall have the meanings ascribed to them in the FILOT Agreement.
2. As of the date hereof, the FILOT Agreement has not been amended or modified, except as described above, and has not been revoked, terminated, or canceled and remains in full force and effect.
3. Pursuant to Section 4.2(b) of the FILOT Agreement, the County agreed to grant and pay to the Company an annual Additional Infrastructure Rebate equal to fifty percent (50%) of the Net Fee Payments retained by the County to reimburse the Company’s payment for Infrastructure consisting of \$600,000 toward certain utility upgrades and \$1,800,000 for road improvements to the public roads and rights of way serving the Project, as described in the FILOT Agreement, up to a maximum amount of \$2,400,000.
4. As of the date hereof, the Company has received \$590,684.83 of the \$2,400,000 maximum amount from the County leaving a balance of \$1,809,315.17 remaining to be paid by the County.
5. The Sponsor is providing this Estoppel Certificate to the County in connection with the enactment by the County Council of the County of an Ordinance approving a Public Infrastructure Agreement to be executed and delivered by and between the Sponsor and the County which will supersede and replace the FILOT Agreement and acknowledges that the County is relying upon the representations of the Sponsor herein in enacting the Ordinance.

DATED this _____ day of _____, 2022.

CASTO OCONEE, LLC

By: _____

Its: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-21**

AN ORDINANCE TO SUPPLEMENT ORDINANCE 2021-14, WHICH APPROPRIATED AND AUTHORIZED THE EXPENDITURE OF TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED BY OCONEE COUNTY (“COUNTY”) UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF THE SALEM WATER INFRASTRUCTURE PROJECT (“PROJECT”), BY APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF AN ADDITIONAL FIVE HUNDRED, FIFTY THOUSAND, AND 00/100 (\$550,000.00) DOLLARS FOR THE PROJECT, SO THAT THE TOTAL APPROPRIATION AND EXPENDITURE AUTHORIZATION FOR THE PROJECT WILL NOW TOTAL TWO MILLION, FIVE HUNDRED, FIFTY THOUSAND, AND 00/100 (\$2,550,000.00) DOLLARS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, in order to fulfill the intent of Ordinance 2021-14, a copy of which is attached hereto, which appropriated and authorized the expenditure of Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA funding for the Salem Water Infrastructure Project (“Project”), an additional Five Hundred, Fifty Thousand, and 00/100 (\$550,000.00) Dollars is needed; and

WHEREAS, Council therefore desires to augment Ordinance 2021-14 by supplementing the amount of County ARPA funding previously appropriated and authorized for the Project to achieve the foregoing.

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

Section 1. Appropriation. An additional Five Hundred, Fifty Thousand, and 00/100 (\$550,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Project.

Section 2. Expenditures. The expenditure of funds appropriated out of County APRA Funds for Project is approved in an additional amount of Five Hundred, Fifty Thousand, and 00/100 (\$550,000.00) Dollars, 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 and the Town of Salem shall amend the subrecipient agreement applicable to the Project, as necessary, to accommodate this additional appropriation and expenditure authorization. The County Administrator is authorized to execute such an amendment on the advice of the County Attorney.

- d) County reserves the right to discontinue the expenditure of funding appropriated for the Salem Water Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Salem Water Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. 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 5. 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 6. 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: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

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

A RESOLUTION EXPRESSING OCONEE COUNTY COUNCIL'S SUPPORT FOR THE APPLICATION OR APPLICATIONS OF BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T (AT&T) TO THE SOUTH CAROLINA OFFICE OF REGULATORY STAFF (ORS) PER A COMPETITIVE APPLICATION PROCESS FOR A GRANT OR GRANTS FROM THE AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM (GRANT PROGRAM) TO MAKE HIGH-SPEED BROADBAND SERVICE AVAILABLE VIA FIBER OPTIC INFRASTRUCTURE TO SPECIFIED PRIORITY AREAS OF OCONEE COUNTY TO ADDRESS THE DIGITAL DIVIDE.

WHEREAS, the County believes that vast areas of Oconee County do not have adequate access to high-speed broadband internet services; and

WHEREAS, the State of South Carolina has identified those areas of Oconee County that do not have access to services that meet the FCC standards for broadband of 25 Mbps down / 3 Mbps up and the geography of the area makes high-speed wireless access limited; and

WHEREAS, the County recognizes the importance of supporting high-speed broadband access within all or portions of those areas of the County; and

WHEREAS, the County understands that access to high-speed broadband services will boost the County's economy and will stabilize and secure the success of its students who require reliable internet access, whether engaged in in-person or remote learning experiences; and

WHEREAS, the full utilization of Tele-Health/Tele-Medicine services for residents requires greater access to high-speed broadband internet services; and

WHEREAS, expansion of broadband access in the County will support greater economic diversity and growth, including non-manufacturing industries, and will help attract high-paying, sustainable jobs by expanding the viability of remote-work opportunities; and

WHEREAS, the County believes AT&T's application to the ORS, if accepted, will spur expansion of the knowledge based economic development in the County and throughout the region; and

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

WHEREAS, the County believes that without adequate access to broadband infrastructure, various communities in the County will continue finding themselves at a bigger disadvantage, resulting in a widening of the digital divide; and

WHEREAS, the County believes that the Grant Program is designed to offset capital expenses of making broadband internet access available in unserved rural and economically distressed areas; and

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

WHEREAS, the intent of this Resolution is to support AT&T's ability to make high-speed broadband internet services available to unserved areas in Oconee County, including to residents and the small business community; and

WHEREAS, the County desires to support AT&T's application to the ORS for a grant or grants that will assist AT&T in making high-speed internet access available to residents and businesses, both large and small, in Oconee County as set out in AT&T's application to the ORS,

NOW, THEREFORE, BE IT RESOLVED that Oconee County Council expresses support for AT&T'S application(s) to the ORS, per a competitive application process, for a grant or grant(s) from the ARPA funding program to make high-speed broadband service available via fiber optic infrastructure to specified priority areas of Oconee County to 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

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

**A RESOLUTION ESTABLISHING THE OCONEE
COUNTY TASK FORCE ON AGRICULTURE**

WHEREAS, the Oconee County Council (the “Council”) recognizes the need to protect valuable farmland located in Oconee County and to provide assistance to local farmers in order to combat the decline of the agricultural industry in the County;

WHEREAS, Council recognizes Oconee County as having 51% of its land area currently in use for agriculture or forestry, encompassing nearly 900 farms and more than 67,000 acres of land, which impacts the economy, environment, overall health, and character of the County;

WHEREAS, Council desires to promote and support the County’s dedicated farmers, as they face increasing challenges due to various federal and state regulations, lack of access to and capacity of processing facilities, competition from domestic and international mega-farms, increasing costs due to inflation, and the rising average age of farmers working in Oconee County;

WHEREAS, various trends relevant to the health of agriculture demonstrate a very serious state of affairs. By way of illustration, note the following:

1. The aggregate acreage of “land in farms” in Oconee County declined from 78,349 in 2002 to 62,499 in 2017, a decrease of more than 20%. See *2002 and 2017 Censuses of Agriculture, County Profiles*, USDA.
2. Between 2001 and 2016, our nation lost or compromised, on average, 2,000 acres of farmland or ranchland every day. See *American Farmland Trust, Farms Under Threat 2040*.
3. According to the 2017 Census of Agriculture, County Profile, published by the USDA, roughly 90% of “producers” in Oconee County were over the age of 35.
4. Food inflation in the United States accelerated for the 13th straight month to 10.4% in June of 2022, the largest increase since February of 1981. *U.S. Bureau of Labor Statistics*.
5. The “food at home” index rose 12.2% over the last 12 months, the most significant 12-month increase since April of 1979. *U.S. Bureau of Labor Statistics*.
6. The “food away from home” index rose 7.7% over the last year, the largest 12-month change since the period ending November 1981. *U.S. Bureau of Labor Statistics*.
7. All six major grocery store food group indexes increased over the 12-month period ending June 2022, with 5 of 6 indexes rising more than 10%. During the same period,

average hourly earnings increased by 5.1%. *U.S. Bureau of Labor Statistics*. Thus food prices saw an increase that was essentially twice that of the rise in wages; and

WHEREAS, Council deems it prudent to organize a Task Force on Agriculture for the limited purposes of (1) studying the issue of current and projected agriculture industry decline, (2) developing potential solutions for that issue, and (3) reporting its findings to Council.

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

Section 1: Establishment of the Oconee County Task Force on Agriculture.

There is hereby established the Oconee County Task Force on Agriculture (“Task Force”), which is created for the limited purposes of (1) studying the issue of current and projected agriculture industry decline, and specifically, the loss of viable farmland in the County, (2) developing potential solutions for that issue, and (3) reporting its findings to Council.

Section 2: Membership.

- A. The County Administrator, with the advice of Council District 3 representative, Paul Cain, shall endeavor to select members from the following groups in order to form the Task Force: the Farm Center Board, the Oconee County Agriculture Advisory Board, the Oconee County Conservation Bank Board, the Oconee County Planning Commission, the Oconee Food Council, the Oconee Soil and Water Conservation District Board, other representatives of the agriculture community within Oconee County, and appropriate County staff.
- B. The County Administrator, with the advice of Council District 3 representative, Paul Cain, shall appoint a Chairperson to help coordinate the work and meetings of the Task Force.
- C. The work of the Task Force shall include seeking input from Oconee County residents, as well as various stakeholder organizations such as, but not limited to, the Chattooga Conservancy, Oconee County 4-H, Oconee County Beekeepers Association, Oconee County Cattlemen’s Association, Oconee County Cooperative Extension, Oconee County Farm Bureau, Home Builders Association of Oconee County, Oconee County Schools’ FFA Chapters, the Oconee Cultivation Project, the Oconee Economic Alliance, Oconee Preservation Unlimited Stewardship Trust, the South Carolina Ports Board, the South Carolina Poultry Federation, and the South Carolina Soybean Board.

Section 3: Organization and Meetings.

- A. The Task Force shall be organized by the County Administrator and the Chairperson in a manner appropriate to its tasks and consistent with the make-up

of its members. The Chairperson may appoint such other officers as it deems necessary, including a Vice-Chair and a Secretary.

- B. The Task Force shall meet at such intervals as its members deem advisable and expedient.
- C. The Task Force shall follow the latest edition of the Model Rules of Parliamentary Procedure, published by the South Carolina Association of Counties.
- D. The Task Force shall comply with the provisions of the South Carolina Freedom of Information Act (“FOIA”) and the requirements set forth in the Oconee County Code of Ordinances, as well as any other applicable ordinances, regulations, and laws concerning freedom of information, public records, and the conduct of public meetings. As it is an ad hoc committee of limited duration and for a limited purpose, the Task Force shall not be bound by the requirements of § 2-241 of the Oconee County Code of Ordinances, unless stated otherwise herein.

Section 4: Powers and Duties.

- A. The Task Force is constituted as an advisory body only.
- B. The Task Force shall perform its assessment and issue an initial report to Council by December 31, 2022 and shall issue its final report to Council by March 31, 2023, after which the Task Force shall be deemed dissolved.

Section 5: Salaries and Funding.

Members of the Task Force shall receive neither salary nor reimbursements for service on the Task Force.

Section 6: Severability.

Should any section of this Resolution be held void or invalid, it shall not affect the validity of any other section hereof, all of which are deemed separable.

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

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 16, 2022

ITEM TITLE:

Title: Air Traffic Control Services

Department: Airport

Amount: TBD

FINANCIAL IMPACT:

There is no dollar amount associated with this approval request. The Oconee County Regional Airport includes the cost for these services in each year's budget request. These Services are as needed and depends on the number of Clemson Home Games that require temporary air traffic control. The services each year shall not exceed the approved budget amount for Air Traffic Control Services without prior Council Approval.

BACKGROUND DESCRIPTION:

The Oconee County Regional Airport experiences increased air traffic during the weekends of Clemson home football games. Due to safety issues, an air traffic control provider is required. Airport Staff contacted the Federal Aviation Administration (FAA) for options to place a temporary tower for weekends of Clemson home football games. The FAA does not provide any mobile air traffic towers.

Air Boss, Inc. specializes in temporary air traffic control services during these busy weekends and is a FAA certified Air Traffic Controller. At the start of the season, an FAA official from Greenville-Spartanburg International Airport (Greer Approach) will come to the Oconee County Regional Airport to review and certify Air Boss, Inc.'s operation; including employee certifications and the mobile air traffic unit.

Air Boss, Inc. is the sole provider of temporary mobile air traffic control services in our region.

SPECIAL CONSIDERATIONS:

For the reasons stated above, this is considered to be Sole Source service.

The cost is \$12,000.00 per weekend, as needed, and the total amount will depend on the number of Clemson Home Games.

ATTACHMENT(S):

1. Proposal / Agreement from Air Boss, Inc.
2. Sole Source Request from Jeff Garrison, Airport Director
3. Sole Source Determination Letter from Procurement Director

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

- 1) Approve the award of as needed air traffic control services to Air Boss, Inc. of Belmont, NC.
- 2) Authorize the County Administrator to execute the contract documents and to renew this contract for up to four (4) one-year terms, as long as the amount does not exceed the amount budgeted for Temporary Air Traffic Control and the services provided are satisfactory.

Submitted or Prepared By: _____

Tronda 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.



Letter of Agreement

This agreement (“Agreement”) is made this ____ day of _____, 2022, by and between AirBoss, Inc., a North Carolina corporation, lawfully doing business in the State of South Carolina (“AirBossInc”) and Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (“County”).

1. **Services Provided:**

AirBossInc agrees to provide the following services during Clemson University home football games (“Events”)¹, upon request by County:

- A. Air Traffic Control Services (“ATC”) for the Oconee County Regional Airport (“Airport”).
- B. FAA certified Air Traffic Controllers (retired) for the duration of the Events.
- C. Coordination and Completed and signed Letter of Agreement (LOA) between GSP ATCT and the CEU ATCT for all arriving and departing aircraft.
- D. Provide VHF Radio Equipment for the duration of the Events.
- E. Portable ATC Tower Structure.

2. **County Responsibilities:** The County, through the Oconee County Regional Airport, agrees to provide AirBossInc with:

- A. Clearance to operate on the Airport and the Airport grounds.
- B. A 50 Watt Generator for the duration of the Events, including fuel.

3. **Pricing and Payment Terms:** The cost of the above-described services for the Events is \$12,000.00 per weekend (Friday through Sunday) for up to seven (7) ATC tower functions / Events, as requested by the County.

4. **Insurance:** County hereby certifies that appropriate insurance coverage, as determined by County in its sole discretion, will be in effect during the Events. County agrees to provide proof of this insurance if so requested by AirbossInc. AirbossInc will maintain insurance of types and in amounts no less than the following:

Commercial General Liability, endorsed to include Control Tower Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate, naming the County as an additional insured.

Workers Compensation: Limits as required (if required) by the South Carolina Workers’ Compensation Act (the “Act”). AirBossInc will execute a County-provided Statement of Independent Contractor (template attached) if AirBossInc determines that Workers’

¹ The stated services may be provided at other events by mutual agreement of the parties.

Compensation coverage is not required under the Act.

5. **Site Accessibility:** County agrees to ensure that all AirBossInc vehicles and personnel have necessary and reasonable access to the flight line operational areas and gate code to enter the airfield. County agrees to ensure that the movement of AirBossInc vehicles is coordinated with the appropriate authorities and controlling agencies.

6. **Site Security:** County agrees to provide storage for AirBossInc equipment located at the Airport for the duration of the equipment's presence at the Airport. County assumes no duty to insure or to provide for the safekeeping of the equipment, however.

7. **Confidentiality:** *This Agreement, its terms and conditions, specifications and prices, shall be deemed confidential and shall not be revealed by either party to any third party not necessary for the completion of agreed products or services hereunder without the prior written permission of the other party. AirBossInc understands, however, that the County is a public body, subject to the South Carolina Freedom of Information Act (the "Act"), and therefore certain materials may be required, as a matter of law, to be produced under the Act upon request.*

8. **Limits of Scope of Work:** AirBossInc's scope of work is limited to providing the services described herein. The responsibility for the direction, coordination, and safety of all Airport events and activities otherwise rests with the CEU Airport Director. AirBossInc personnel will assist and advise the Airport Director as needed, but, in all cases, the final decisions for all Airport activities will rest solely with the Airport Director.

9. **Conflict of Interest:** AirBossInc warrants that it has not given any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or things of value to any employee or agent of the County in connection with this Agreement.

10. **Assignment, Entire Agreement, Modification:** This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between AirBossInc and County and supersedes any prior oral understandings, written agreements, proposals, or other communications between AirBossInc and County in relation to the subject matter hereof. Any change or modification to this Agreement will not be effective unless it is made in writing, signed by AirBossInc and County, and specifically indicates that it is an amendment, change, or modification to this Agreement.

11. **Relationship of the parties:** Nothing herein shall be construed to create a joint venture or partnership between the parties or an employer/employee or agency relationship. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

12. **No Waiver of Breach:** No failure by either party to insist upon the strict performance by the other party of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this

Agreement shall continue in full force with respect to any other then existing or subsequent breach.

13. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

14. **Counterparts:** This Agreement may be executed by scanned signature, facsimile, or electronic means, in one or more counterparts, each of which shall be deemed an original and, when taken together, will constitute one instrument.

15. **Notices:** Any notice, election, demand, request, or other communication to be provided under this Agreement shall be effective when hand-delivered to the party named below, when received by email (with proof of receipt), or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

As to AirBossInc:

George E. Cline
Its: _____
220 Seven Oaks Landing
Belmont, NC 28012
Phone: 336-337-8183
E-Mail: George@airbossinc.com

As to County:

Oconee County, South Carolina
Attn: County Administrator
415 South Pine Street
Walhalla, South Carolina 29691
Phone: 864.638.4245
Email: abrock@oconeesc.com

Signatures on following page

IN WITNESS WHEREOF, the parties have set their hands and seals, effective as of the date written above.

Oconee County, South Carolina

By: _____

Its: _____

AirBoss, Inc.

By: _____

Its: _____



OCONEE COUNTY REGIONAL AIRPORT

Mrs. Popham,

As you are aware during football season our air traffic volume picks up tremendously for each home game weekend. Due to safety issues with the volume of takeoffs/landings occurring at once, I contacted the FAA for options placing a temporary tower for the weekend, Friday, Saturday and Sunday. Unfortunately, FAA stated they do not offer mobile Air Traffic Towers and the expense to use a Government FAA employer would be very expensive. With no resolution, I reached out to some of my contacts inquiring on advise as to who offers this type of service. I was advised of a company by the name of Air Boss LLC, out of Charlotte NC that preforms this type of service for The Masters (Augusta GA), Ole Miss football games (Oxford Mississippi), and the US Open (Pinehurst NC) to name a few. After doing my research, Air Boss LLC is an FAA certified Air Traffic Controller, including the ability to provide Temporary ATC Services for our airport. I discussed this with Administration and with the Safety issues at hand, we determined this was the best option. Each season, an FAA official from Greenville Spartanburg International Airport, comes to Oconee to review/certify AirBoss's operation, which includes employee certifications and the mobile unit itself.

AirBoss has provided exceptional service, worked with us on peak times, and my prior safety concerns has reached a minimum. With safety for our patrons and staff being my number one goal, KCEU cannot afford not to have the services AirBoss provides.

Also, I have not been able to locate any other company that can provide the manpower, mobile tower, and has the FAA certifications, insurance coverage and the price point other than AirBoss LLC.


With all stated above I request this to be considered as a sole source service.

Thank you for your consideration and if I can provide any additional information, please don't hesitate contacting me.

Jeff Garrison
Airport Director



**Oconee County
Procurement Office**



**Tronda C. Popham,
CPPB
Procurement Director**

Oconee County Administrative
Offices
415 South Pine Street

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

July 28, 2022

TO: Amanda F. Brock, County Administrator

FROM: Tronda C. Popham, Procurement Director

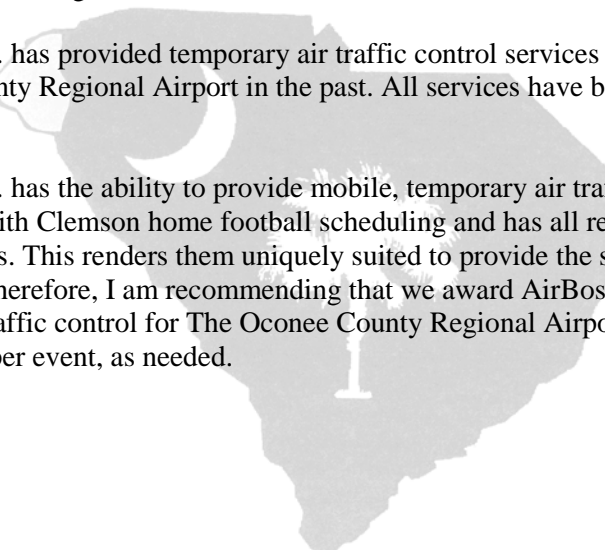
**RE: SOLE SOURCE DETERMINATION AWARD TO
AIRBOSS, INC., AIR TRAFFIC CONTROL**

I have reviewed the documentation submitted by Jeff Garrison, Airport Director, for air traffic control services. After reviewing the documentation presented, I feel this project meets all criteria for a sole source procurement.

AirBoss, Inc. provides mobile air traffic control for special events where air traffic volume is high. AirBoss, Inc.'s air traffic controllers are FAA Certified.

AirBoss, Inc. has provided temporary air traffic control services for the Oconee County Regional Airport in the past. All services have been satisfactory.

AirBoss, Inc. has the ability to provide mobile, temporary air traffic control that aligns with Clemson home football scheduling and has all required FAA Certifications. This renders them uniquely suited to provide the services requested. Therefore, I am recommending that we award AirBoss, Inc. for mobile air traffic control for The Oconee County Regional Airport @ \$12,000.00 per event, as needed.



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 16, 2022

ITEM TITLE:

Title: Change Order #1, PO 53694 Thomas & Hutton
Engineering Services for Seneca Creek Access Area

Department: PRT

Original PO Amount: \$103,390.00

Change Order 1: \$ 13,500.00

PO Total: \$116,890.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.
Funding will come from designated PRT Capital Projects millage.

Finance Approval: _____

BACKGROUND DESCRIPTION:

The Seneca Creek Access Area project includes relocating the existing ramp for improved use at low water levels, adding a lane to make a 3-lane ramp, provide for parking of up to 50 boats/trailers, and the addition of a kayak launch, fishing pier, picnic area and bank fishing trail.

This project is being completed in phases. This change order request is for additional Engineering services required due to restroom size and location revision. The additional services include: revise the picnic area due to the larger bathroom facility, revise the path to concrete, revise picnic pads to concrete, add concrete benches and concrete trash receptacles with covers, design water and sewer utility services for the bathroom facility including grinder pump station, and add rip-rap armor protection at the lake bank adjacent to the project per the Corps of Engineers requirements.

At the October 1, 2019 meeting, Council approved the award of Engineering Services for Seneca Creek Access Project to Thomas & Hutton of Greenville, SC in the amount of 103,390.00 under RFP 15-09 On-Call Engineering. RFP 15-09 expired and has since been replaced with RFP 20-02.

At the June 21, 2021 meeting, Council approved, the Award of RFP 20-02 On Call Engineering Services to Thomas and Hutton of Greenville, SC for Category E: On Call General Engineering Services. The Fee's in this change order corresponds with RFP 20-02 fee schedule.

ATTACHMENT(S):

1. Proposal from Thomas & Hutton dated 7-13-2022

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve Change Order #1 to PO # 53694 in the amount of \$13,500.00, purchase order total \$116,890.00 to Thomas & Hutton for Additional Engineering Services for Seneca Creek Access.
2. Authorize the County Administrator to sign / execute the change order.

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

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

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.



501 RIVER STREET, SUITE 200
GREENVILLE, SC 29601 | 864.412.2222
THOMASANDHUTTON.COM

July 13 ,2022

Mr. Phil Shirley, CPRM, TMP
Director
Oconee Parks Recreation & Tourism
1099 South Cove Road
Seneca, SC 29672

Re: Seneca Creek Rd.
Boat Ramp Improvements
Oconee County, South Carolina
Letter Agreement for Additional Services

Dear Phil:

In accordance with the addition of the new bathroom facility to include a grinder pump station and water service utility, revisions to the picnic area, and addition of rip rap armor at the project site bank with Hartwell Lake, Thomas & Hutton will provide additional services to provide plans and specifications for the indicated additional work. The plans and specifications will be used by The Belk Company to prepare a change order for the additional work.

In order to provide the additional scope of work specified, we request a modification of our original contract. Our fee to perform the described scope change is as follows;

Revised Design at Picnic Area / Bathroom	Lump Sum	\$ 3,500.00
Rip Rap Armor Protection / COE Permit	Lump Sum	\$ 1,500.00
Sewer Grinder Pump Station	Lump Sum	\$ 7,500.00
Water System	Lump Sum	\$ 1,000.00

If acceptable, please indicate your authorization to proceed with this additional work by signing and initialing where designated below and returning a copy to us for our files. This proposal will be open for acceptance until July 30, 2022, unless changed by us in writing. This additional work is subject to the terms and conditions of the contract executed for this project.

This proposal between Oconee County ("Client"), and Thomas & Hutton Engineering Co. ("Consultant" or "Engineer"), consisting of this Letter Agreement for Additional Services, the Consulting Services Rate Sheet, and Exhibit "A," represent the entire understanding between Client and Thomas & Hutton with respect to the scope change. This Agreement may only be modified if completed in writing and signed by both parties.

The parties agree and acknowledge that this Agreement may be executed by electronic signature, and the parties may rely upon such electronic signatures as an original record of signature.


_____ CLIENT'S INITIALS

JLH CONSULTANT'S INITIALS

We appreciate this opportunity to be of service to you on this project. Should you have any questions or need further information, please do not hesitate to call on us.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

By  _____
Jeffrey L. Halliburton, PE - Principal

JLH/sgm

CLIENT

ACCEPTED: _____, 20____

By _____

TITLE

CLIENT'S INITIALS

JLH
CONSULTANT'S INITIALS

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 16, 2022

ITEM TITLE:

Title: 2021 Bell B30E Articulated Haul Truck

Department: Rock Quarry

Amount: \$309,000.00

FINANCIAL IMPACT:

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

Budget: **\$309,000.00**

Project Cost: **\$309,000.00**

Finance Approval: _____

Balance: \$0.00

BACKGROUND DESCRIPTION:

This purchase is for a 2021 Bell B30E haul truck which has a 30-ton capacity, onboard weight system, auto grease system, and pitch and roll sensor with bed liner. It will be used daily to move rip rap from the area of manufacture to the stockpiles and strip dirt from the rock before production. This truck will also be used as a backup haul truck to move material from the pit when needed. The Quarry requires a minimum of three (3) haul trucks running material from the pit at all times; one additional truck is required and must be an articulated haul truck for rip rap transportation.

In December 2021, the Rock Quarry haul truck (1998 Terex) experienced transmission failure. On December 23, 2021, a purchase order was issued to National Equipment Dealers, LLC (dba as May-RHI, LLC) for a 3-month rental of this 2021 Bell B30E Articulated Haul Truck. Due to the unavailability of parts and the demand for the use of the machine, the rental was extended for another 4-months. National Equipment Dealers (dba: May Equipment) has offered \$20,000.00 for the trade-in of the 1998 Terex Articulating Haul Truck with 25,000 plus hours.

The rental truck currently has 1,255 hours. May-RHI has offered to sell this piece of equipment to the County for \$364,707.73 and apply \$35,707.73, 100% of the amount paid for the rental, to the purchase price.

Staff obtained pricing on 2 additional pieces of used equipment and the price of a New Bell B30E Articulated Haul Truck.

- 2020 Bell B30E, 2,772 hours, \$329,000.00, located in Austell, Georgia
- 2020 Bell B30E, 1,984 Hours, \$371,700.00, located in Verona, Kentucky
- NEW Bell B30E Articulated Haul Truck \$401,250.00, with discounts applied \$345,542.27. The new truck would not be available until the 1st quarter of 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Rock Quarry is currently renting this piece of equipment and National Equipment Dealers, LLC (dba as May-RHI, LLC) is allowing 100% (\$35,707.73) of the amount paid for the rental to be applied to the purchase.

National Equipment Dealers, LLC, dba as May-RHI, LLC, has offered a trade in amount of \$20,000.00 for the 1998 Terex Articulating Haul Truck.

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.

ATTACHMENT(S):

1. National Equipment Dealers, LLC dba as May-RHI, LLC Quote for Used Haul Truck
2. Pictures of the currently rented 2021 Bell B30E Haul Truck (4)
3. National Equipment Dealers, LLC dba as May-RHI, LLC Quote for New
4. Used Equipment Quotes (2)
5. Pricing and Information Spreadsheet
6. Department Letter for Used Equipment

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the purchase of the 2021 Bell B30E Articulating Haul Truck from National Equipment Dealers (dba: May/RHI) of Columbia, SC in the amount of \$309,000.00.
2. Approve the trade-in for the 1998 Terex Articulating Haul Truck.

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

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



215 Woodside Dr
Lexington, NC 28027

2021 Bell B30E Articulated Truck U# 7542

TO: Oconee County Rock Quarry DATE: 7/6/2022
 Walhalla, SC MUNICIPAL P/O #:
 ATTN: Mr. Thom Moxley P/O DATE:
 EST DELIVERY DATE:
 PHONE:

Thank you for your interest in our Bell Articulated Trucks
 This quotation lists the machine and a few basic specifications according to your request.

CODE	QTY.	DESCRIPTION	PRICE
	1	2021 Bell B30E Articulated Truck (Used)	Beginning RPO Price
		Mercedes 348 HP Tier IV / Stage V Compliant	
		Allison Automatic	Minus Rent Applied (7 Months)
		44,776 Lb Empty	
		STANDARD Features for All Bell Units:	
		Best In Class Fuel Economy	
		OnBoard Weigh System (\$1800 Value)	Included
		Auto Grease System (\$9500 Value)	Included
		Electric Adjustable and Heated Mirrors (\$800 Value)	Included
		Automatic Traction Control	
		Pitch and Roll Sensor w/Bed Limiter	
		5 Years Fleetmatic Telematics	Included
		23 Months / 4800 Hour Powertrain Warranty Remaining	No Deductible - No Travel Time - No Mileage
		New Bell B30E Pricing: \$401,250.00 - All Sold out through 2022 and none available until Q1 2023	
Additional Dealer Discount			-\$4,292.27
Freight / PDI / Install:			Included
Minus Trade:		1998 Terex 3566 Articulated Truck S/N: A7561014	-\$20,000.00
TOTAL BUYOUT PRICE:			\$309,000.00

FOB: Walhalla, SC

SENT BY: Mark Zegilla DATE: 7/6/2022
 S.C. Governmental / Solid Waste Specialist
 National Equipment Dealers, LLC

QUOTE GOOD THROUGH: 8/25/2022

SPECIAL NOTES:

Trade In Equipment - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.		I agree to pay all taxes and other charges and settle for the purchase price as follows:	
Description		Allowance	
1. Trade Allowance		-	1. Total Cash Price
2. Other (Specify)		-	2. Trade Allowance / Down Pmt
2a.		-	3. Unpaid Cash Payment
3. Cash Down Payment with Order		-	4. Sales Tax N/A
4. Total Cash and Other Down Payment		-	5. DOC fees or Charges
5. Total Down Payment		-	6. Total Taxes and Fees
		-	7. Cash Due on Delivery

In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1% per month until the entire balance is paid in full

1. Title to or ownership of the Property shall not pass from Seller to Buyer, and Seller is not obligated to relinquish possession of the Property, until Seller is paid in full and all funds have cleared. In the event Buyer fails to make immediate payment, Buyer shall be in default under this agreement, and Seller may pursue any available remedy under applicable law. Buyer shall still be responsible for all unpaid rental charges associated with the rental of said Property through the completion of the sale

2. Risk of loss of the Property shall pass to Buyer when Seller notifies Buyer that the Property is available for pick-up or shipment. If Buyer does not furnish shipping instructions, Seller will select the mode of shipping. In that situation, if Seller selects to ship the Property by carrier, risk of loss shall pass to Buyer when Seller makes the Property available to the carrier for shipment. Any charges to ship, load, unload, erect or dismantle the Property, and any demurrage or similar charges, are the sole responsibility of Buyer.

3. To the full extent allowed by law, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all (1) federal, state, municipal and local license fees and taxes of any kind or nature owing from Buyer in connection with the purchase of the Property, including without limitation, any and all excise, personal property, use and sales taxes; and (2) liabilities, obligations, losses, damages, and penalties incurred by, and claims, actions, and suits against, Seller which result from the sale of the Property to Buyer or in connection with Buyer's use, possession, or ownership of the Property.

4. If and when Seller receives payment in full, Seller will assign to Buyer Seller's rights under any warranties provided to Seller by an applicable manufacturer or other third party, to the extent Seller has the right to assign such rights. Buyer agrees and understands that Seller makes no warranty regarding the condition of any machines, equipment, parts, and other goods (the "Property"), except as expressly agreed in a writing signed by NED. Seller DISCLAIMS all implied warranties including the implied warranties of merchantability and fitness for particular purpose. Seller warrants only that (1) Seller is the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein. Without limiting any language in this document, Buyer acknowledges that all used machines, equipment, parts, and other goods purchased from Seller

5. This contract shall be governed by the law of the State of North Carolina. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and Buyer waives the right to challenge jurisdiction and venue in the aforesaid courts.

6. Notice is hereby given that National Equipment Dealers, LLC dba MAY-RHI, LLC has assigned to WTP Exchange, as part of a like-kind exchange, its rights (but not its obligations) to sell the equipment described in this sale agreement.

7. Buyer acknowledges receipt of a Seller's standard Terms and Conditions of Sale. Seller's standard Terms and Conditions of Sale are incorporated into this document by reference. This document, including Seller's standard Terms and Conditions of Sale, constitutes the entire contract between the parties and no other verbal or written agreement exists. Seller makes no other representation or warranty apart from that contained herein. To the extent of any conflict between this document and Seller's standard Terms and Conditions of Sale, the conflict shall be resolved by giving Seller the greatest rights, and least responsibilities, reasonably inferable and legally possible.

Order Taken By: _____ Purchaser Name: _____
 Seller Signature: _____ Purchaser Signature: _____









215 Woodside Dr
Lexington, NC 28027

2021 Bell B30E Articulated Truck U# 7542

TO: Oconee County Rock Quarry DATE: 7/6/2022
 Walhalla, SC MUNICIPAL P/O #:
 ATTN: Mr. Thom Moxley P/O DATE:
 EST DELIVERY DATE:
 PHONE:

Thank you for your interest in our Bell Articulated Trucks
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CODE	QTY.	DESCRIPTION	PRICE
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		Mercedes 348 HP Tier IV / Stage V Compliant	
		Allison Automatic	Minus Rent Applied (7 Months)
		44,776 Lb Empty	
		STANDARD Features for All Bell Units:	
		Best In Class Fuel Economy	
		OnBoard Weigh System (\$1800 Value)	Included
		Auto Grease System (\$9500 Value)	Included
		Electric Adjustable and Heated Mirrors (\$800 Value)	Included
		Automatic Traction Control	
		Pitch and Roll Sensor w/Bed Limiter	
		5 Years Fleetmatic Telematics	Included
		23 Months / 4800 Hour Powertrain Warranty Remaining	No Deductible - No Travel Time - No Mileage
		New Bell B30E Pricing: \$401,250.00 - All Sold out through 2022 and none available until Q1 2023	
Additional Dealer Discount			-\$4,292.27
Freight / PDI / Install:			Included
Minus Trade:		1998 Terex 3566 Articulated Truck S/N: A7561014	-\$20,000.00
TOTAL BUYOUT PRICE:			\$309,000.00

FOB: Walhalla, SC

SENT BY: Mark Zegilla DATE: 7/6/2022
 S.C. Governmental / Solid Waste Specialist
 National Equipment Dealers, LLC

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4. If and when Seller receives payment in full, Seller will assign to Buyer Seller's rights under any warranties provided to Seller by an applicable manufacturer or other third party, to the extent Seller has the right to assign such rights. Buyer agrees and understands that Seller makes no warranty regarding the condition of any machines, equipment, parts, and other goods (the "Property"), except as expressly agreed in a writing signed by NED. Seller DISCLAIMS all implied warranties including the implied warranties of merchantability and fitness for particular purpose. Seller warrants only that (1) Seller is the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein. Without limiting any language in this document, Buyer acknowledges that all used machines, equipment, parts, and other goods purchased from Seller

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Order Taken By: _____ Purchaser Name: _____
 Seller Signature: _____ Purchaser Signature: _____

2020 BELL B30E

USD **\$329,000**

Seller Information

CENTRAL ATLANTA TRACTOR SALES

Austell, Georgia 30168

Phone: (770) 819-6600

Messenger: Message

WhatsApp: Message

Contact: Chuck Spooner

Machine Location:

📍 4240 Martin Luther King Jr DR SW
Atlanta, Georgia 30336



[Hide Thumbnails](#)

Description

Bell B30E Articulated Dump Truck, Mercedes Engines, Allison Transmission, on board diagnostics with live stream functionality, sealed switches, satellite fleet management system, I-Tip, keyless start, no retarder pedals (set via the switch pad) Hill Assist, On Board Weighing, Auto Park Application, and more! This is a working machine so please call for current hours!

Specifications

Year	2020	Manufacturer	BELL
Model	B30E	Hours	2,772
Serial Number	B93A331EJ03009379	Condition	New
Equipment Type	Dump and Chassis		

[Show As Paragraph](#)

Used

2020 BELL B30E

ARTICULATED DUMP TRUCK | EQ1154



Price:
\$371,700

Year:
2020

Model:
B30E

Hours:
1984

Make:
BELL

Specifications:

Engine	Mercedes
Transmission	Allison
Horse Power	329 Hp
Estimated Weight	14,100 Lbs
Maxed Capacity	22.9 Yd3
Tire Size	23.5/25
Tailgate	Available At An Additional Cost

[REQUEST QUOTE](#)

INSTANTLY SEND PHOTOS & INFO

Enter the email address where you would like the quotation and photos sent.

Your Email

RELATED ATTACHMENTS



OFFROAD TRUCK BED

Currently 28 Available



TAILGATE

Currently 130 Available

2020 BELL B30E ARTICULATED DUMP TRUCK FOR SALE!

Priced to move, this 2020 BELL B30E ARTICULATED DUMP TRUCK ARTICULATED DUMP TRUCK is for sale at a reduced price of \$371700 with 1984 hours. Newman Tractor has been selling ARTICULATED DUMP TRUCKS since 1976. We can help you with financing on any new or used ARTICULATED DUMP TRUCK for sale. If you're interested in buying a new, Newman Tractor is an authorized dealer for Sany, Morooka, & Merlo. Give us a call today at 859-888-1813.

Features on this 2020 BELL B30E ARTICULATED DUMP TRUCK ARTICULATED DUMP TRUCK include: *missing value*

Newman Tractor's ARTICULATED DUMP TRUCK are great for a variety of construction site applications. These ARTICULATED DUMP TRUCKS provide aerial working platforms for electricians and a variety of construction applications.

YOUR FULL SERVICE CONSTRUCTION EQUIPMENT DEALER SINCE 1976

With over 40 years of experience in construction equipment, Newman Tractor understands the urgency involved in heavy equipment sales and rental. Using our express shipping network and global wire transfer options, we provide the fastest and most affordable solution for transporting construction equipment to your job site – across the United States and worldwide! Not ready to purchase? We also offer our exclusive construction equipment rental tool. You're just one click away from setting up your ARTICULATED DUMP TRUCK rental today!

Pricing for 2021 Bell B30E Articulating Haul Truck	
Hours 1,255 as of 8/5/2022	
Description	Cost
Haul Truck	\$369,000.00
OnBoard Weigh System	Included
Auto Grease System	Included
Pitch and Roll Sensor w/ Bed Liner	Included
	\$369,000.00
Less 100% of Rent Paid	-\$35,707.73
Additional Dealer Discount	-\$4,292.27
Less Trade-In (1998 Terex Haul Truck)	-\$20,000.00
Grand Total	\$309,000.00

New Bell B30E Articulating Haul Truck	
Description	Cost
Haul Truck with options	\$401,250.00
Less 100% of Rent Paid	-\$35,707.73
Less Trade-In (5 pieces)	-\$20,000.00
Grand Total	\$345,542.27

Used Comparisions			
	Hours	Location	Cost
2020 Bell B30E	2,772	Austell, GA	\$329,000.00
2020 Bell B30E	1,984	Verona, KY	\$371,700.00

**Oconee County
Quarry**

Thomas Moxley
Quarry Manager

Oconee County Rock Quarry
686 Rock Crusher Road
Walhalla, SC 29691

Phone: 864-638-4214
Cell: 864-985-3953

E-mail:
tmoxley@oconeesc.com



Date: July 27, 2022
To: Ms. Tronda Popham, Procurement Director
Oconee County
415 S. Pine Street
Walhalla, SC 29691
From: Thomas Moxley
Subject: Articulating Dump Truck Purchase

Ms. Tronda,

Our 1998 Terex Articulating Haul Truck has been down for an extended amount of time due to a transmission failure. It is no longer feasible to keep repairing this truck, as parts are no longer being manufactured for this model and many items are not available.

An articulating haul truck is necessary at all times at the Quarry. An articulating haul truck is used daily to move Rip Rap from the area of manufacture to the stockpiles and strip dirt, and it also serves as a backup haul truck to run material from the pit when needed. To be successful, we must have 3 trucks running material from the pit at all times, and one (articulator) performing the functions listed above. In the last 7 years, Rip Rap and Boulder sales have risen at rate of roughly 10% per year. With recent innovations to the Rip Rap production process, we expect that number to accelerate over the coming years.

We began renting a 2021 Bell B30E Articulating Haul Truck in December 2021. It is a 30-ton capacity machine. We are recommending the purchase of this machine based on several factors. When we rented the machine (which was new at the time) the price to purchase was \$369,000, which is the price that we have locked in if we choose to make the purchase. Since that time, the cost of a new machine has gone up to \$401,250.00. We get a partial rental credit, and they are also offering a \$20,000.00 trade in on the 1998 Terex Articulating Haul Truck. That brings our total for purchase to \$309,000.00.

Thank you for your consideration.

Sincerely,


Thomas Moxley

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 16, 2022

ITEM TITLE:

Title: Fourteen (14) Chevrolet Tahoe PPV Responders

Department: Sheriff's Office

Amount: \$558,972.00

FINANCIAL IMPACT:

Funds were appropriated for this procurement by Council in the Fiscal Year 2021-2022 & 2022-2023 budget processes.

Funding from Capital Equipment / Vehicle Fund (325)

Finance Approval: _____

Budget: \$611,354.00

Project Cost: \$558,972.00

Balance: \$52,382.00

BACKGROUND DESCRIPTION:

On January 18, 2022, Council approved the purchase of seven (7) Pursuit-Rated F-150's. On August 8, 2022, Vic Bailey Ford, David Vetter, notified staff that the seven (7) Ford F-150's would not be manufactured as priced. Staff was notified that Ford opened a short window to reorder 2023 F-150 Responders with an increased price, from August 8 – 12, 2022. The increase to order the exact same units would total an additional \$75,439.00. Additionally, this time frame would not allow staff to obtain Council approval to issue a change order for the additional cost. Staff discussed the available options and found it in the best interest of the County NOT to proceed with this purchase and to request approval to replace this order with six (6) 2WD and one (1) 4WD Chevrolet Tahoe Police Pursuit Vehicles (PPVs).

The Fiscal year 2022-2023 Capital Replacement plan includes an additional seven (7) vehicles for the Sheriff's Office. Staff is requesting the purchase of two (2) 4WD Chevrolet Tahoe PPVs and five (5) 2WD Tahoe PPVs.

The SC State Contract for vehicles has not been awarded; therefore, neither order dates nor pricing is available. Procurement Staff contacted multiple Chevrolet dealerships trying to locate Tahoe PPVs, and there are none available. Staff also contacted Sourcewell National Auto Fleet, which stated that the ordering window for 2023 Tahoe PPVs was only open for 1 business day (5-20-2022) and closed Memorial Day (5-23-2022). Inventory is limited. The next order opening to order Tahoe PPVs is May/June 2023 for 2024 models. These vehicles would not be received until the end of 2023, at the earliest.

Staff contacted Love Chevrolet, located in Columbia, SC, which had ordered additional 2023 Tahoe PPVs during the Chevrolet open order date. Love Chevrolet has enough 2023 Tahoe PPVs on order to meet the County's need. These vehicles are expected to be delivered to the dealership by December 2022, subject to the manufacturer's completion date.

The new vehicles will replace high-mileage vehicles or vehicles that have been involved in accidents and deemed a total loss. The high-mileage vehicles being replaced will be sold as surplus or will replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

SPECIAL CONSIDERATION(S):

Love Chevrolet of Columbia, SC has been the SC State Contract holder for Tahoe PPVs for several years.

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.

ATTACHMENT(S):

1. Vic Bailey Ford Cost Increase (F-150 PPV Responders)
2. Love Chevrolet quote for 2WD PPV Tahoe
3. Love Chevrolet quote for 4WD PPV Tahoe
4. Pricing spreadsheet
5. State Fiscal Accountability Authority – July 2022 Newsletter (Page 6)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of fourteen (14) Chevrolet Tahoe Police Pursuit SUV's from Love Chevrolet of Columbia, SC, in the amount of \$558,972.00.

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

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

VIC BAILEY FORD					
David Vetter 864.585.3600 or 800.922.1365					
				2021-2022 PO 54700 Pricing	Price to Reorder
LE-6 2023 FORD F150 RESPONDER					
Contract #: 4400027151					
Standard Equipment Included w/ F150 Responder Upgrade:					
3.5L V-6 EcoBoost Engine	Power Steering				
Automatic Transmission	Power Brakes				
A/C	Cruise Control				
AM/ FM Radio	Cloth 40/blank/40 Front Seats				
Crew Cab 4x4 5 1/2' Pick-Up Body	Vinyl Rear Bench Seat				
Power Windows and Door Locks	Heavy Duty Vinyl Floor				
No Front Center Console					
SC STATE CONTRACT PRICE:				\$34,071.00	\$44,614.00
53A Trailer Tow Package			\$1,092.00		\$1,326.00
18B Factory Installed Black Platform Running Boards			\$252.00		\$252.00
67T Trailer Brake Controller			\$320.00		\$320.00
57Q/9 Rear Window Defroster w/ Privacy Glass			\$320.00		\$320.00
19A Interior Upgrade Package - Full Cloth Seating, Carpeted Floor and Center Console			\$598.00		\$598.00
Bedliner (Spray-In)			\$525.00		\$525.00
IMF-Sales Tax			\$500.00		\$500.00
TOTAL SC STATE CONTRACT PRICE PER UNIT:				\$37,678.00	\$48,455.00
TOTAL SC STATE CONTRACT PRICE FOR THREE (3) UNITS:				\$113,034.00	\$145,365.00
LE-6 2023 FORD F150 RESPONDER					
Contract #: 4400027151					
Standard Equipment Included w/ F150 Responder Upgrade:					
3.5L V-6 EcoBoost Engine	Power Steering				
Automatic Transmission	Power Brakes				
A/C	Cruise Control				
AM/ FM Radio	Cloth 40/blank/40 Front Seats				
Crew Cab 4x4 5 1/2' Pick-Up Body	Vinyl Rear Bench Seat				
Power Windows and Door Locks	Heavy Duty Vinyl Floor				
No Front Center Console					
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67T Trailer Brake Controller			\$320.00		\$320.00
57Q/9 Rear Window Defroster w/ Privacy Glass			\$320.00		\$320.00
Bedliner (Spray-In)			\$525.00		\$525.00
IMF-Sales Tax			\$500.00		\$500.00
TOTAL SC STATE CONTRACT PRICE PER UNIT:				\$37,080.00	\$47,857.00
TOTAL SC STATE CONTRACT PRICE FOR FOUR (4) UNITS:				\$148,320.00	\$191,428.00
Grand Total for 7 Ford F-150 PPV				\$261,354.00	\$336,793.00
PRICE INCREASE TO REORDER					\$75,439.00



LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

803-794-9000 OR 803-794-9004

\$37998.00

2023 CHEVROLET TAHOE PPV PURSUIT 2WD

EXTERIOR COLORS-WHITE,BLACK,STERLING GRAY

INTERIOR-EBONY CLOTH/VINYL

PRICING WITH BID ASSISTANCE FROM GM

9C1 POLICE PURSUIT PACKAGE

HEAVY DUTY AIR FILTER

250 AMP HIGH OUTPUT ALTERNATOR

BATTERY 850 CCA

HEAVY DUTY COOLING SYSTEM

760 CCA BATTERY-AUXILLARY

Z56 HEAVY DUTY POLICE RATED SUSPENSION

FRONT SKID PLATES

GVWR 7400 LBS

NO LUGGAGE RACK

SURVEILLANCE MODE INTERIOR LIGHTING CALIBRATION

5.3L GAS V8 ENGINE ENGINE

10 SPEED AUTOMATIC TRANSMISSION

A/C-CLIMATE CONTROL

TILT WHEEL, TELESCOPIC WHEEL AND CRUISE CONTROL

POWER WINDOWS AND DOOR LOCKS

POWER HEATED EXTERIOR MIRRORS

KEYLESS REMOTES (6)

KEYLESS ENTRY

KEYLESS PUSH BUTTON START

REAR WINDOW DEFOGGER- ELECTRIC
CLOTH FRONT BENCH 40/20/40 SEATS
POWER DRIVERS SIDE
FRONTAL AIR BAGS
SIDE IMPACT AND ROOF RAIL AIR BAGS
VINYL FLOOR COVERING
SECOND ROW VINYL SPLIT BENCH SEAT
NO THIRD ROW SEATING
LOCKING DIFFERENTIAL
CALIBRATION FOR TAIL LAMP FLASHER
FLASHER SYSTEM FOR HEADLAMP AND TAIL LAMP
WIRING FOR GRILLE LAMPS AND SPEAKER
WIRING FOR HORN AND SIREN CIRCUIT
WIRING FOR AUXILLARY SPEAKER
ENGINE OIL COOLER
TRANSMISSION COOLING SYSTEM
3:23REAR AXLE
8" AM/FM STEREO RADIO TOUCHSCREEN
DRIVERS INFORMATION CENTER
BLUETOOTH CAPABLE

REAR VISION CAMERA

LEFT HAND SPOTLIGHT

20" PAINTED BLACK STEEL WHEELS

20" BW FIREHAWK PURSUIT RATED TIRES 275/55R20

FRONT FASCIA HIGH APPROACH ANGLE

TRAILER HITCH AND WIRING

BLACK ASSIST STEPS

MANUAL REAR LIFTGATE

PRICING INCLUDES SC IMF AND DMV TEMP TAGS

NO ADDITIONAL ORDERS AVAILABLE FOR 2023 MODEL



LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

803-794-9000

DON LOCKHART 803-513-5905

dlockhart@loveauto.com

\$45998.00

2023 CHEVROLET TAHOE 5W4 SPECIAL SERVICES 4X4

EXTERIOR COLORS WHITE, BLACK

VICTORY RED AVAILABLE-EXTRA COST OPTION

INTERIOR-CUSTOM EBONY CLOTH

PRICING WITH BID ASSISTANCE FROM GM

5W4 SPECIAL SERVICES 4X4 PACKAGE
AUTOTRAC 4WD- NO NEUTRAL MODE- NON TOWABLE
HEAVY DUTY AIR FILTER
250 AMP HIGH OUTPUT ALTERNATOR
BATTERY 850 CCA
HEAVY DUTY COOLING SYSTEM
760 CCA BATTERY-AUXILLARY
PREMIUM SMOOTH RIDE SUSPENSION
FRONT SKID PLATES
GVWR 7500 LBS
NO LUGGAGE RACK
SURVEILLANCE MODE INTERIOR LIGHTING CALIBRATION
5.3L GAS V8 ENGINE ENGINE
10 SPEED AUTOMATIC TRANSMISSION
A/C-CLIMATE CONTROL
TILT WHEEL, TELESCOPIC WHEEL AND CRUISE CONTROL
POWER WINDOWS AND DOOR LOCKS
POWER HEATED EXTERIOR MIRRORS
KEYLESS REMOTES (6)
KEYLESS ENTRY

KEYLESS PUSH BUTTON START

REAR WINDOW DEFOGGER- ELECTRIC

CLOTH FRONT BUCKET SEATS WITH CONSOLE

POWER DRIVERS SIDE

FRONTAL AIR BAGS

SIDE IMPACT AND ROOF RAIL AIR BAGS

CARPET IN FIRST TWO ROWS WITH CARPET MATS

VINYL IN REAR CARGO AREA

SECOND ROW CLOTH SPLIT BENCH SEAT

NO THIRD ROW SEATING

LOCKING DIFFERENTIAL

CALIBRATION FOR TAIL LAMP FLASHER

FLASHER SYSTEM FOR HEADLAMP AND TAIL LAMP

WIRING FOR GRILLE LAMPS AND SPEAKER

WIRING FOR HORN AND SIREN CIRCUIT

WIRING FOR AUXILLARY SPAEKER

ENGINE OIL COOLER

TRANSMISSION COOLING SYSTEM

3:23REAR AXLE

8" AM/FM STEREO RADIO TOUCHSCREEN

DRIVERS INFORMATION CENTER
BLUETOOTH CAPABLE
REAR VISION CAMERA
REMOTE START
20" PAINTED ALUMINUM WHEELS
20" BW ALL TERRAIN TIRES 275/60R20
FRONT FASCIA HIGH APPROACH ANGLE
FOLLOWING DISTANCE INDICATOR
LANE KEEP ASSIST
LANE DEPARTURE WARNING
FORWARD COLLISION ALERT SENSORS
AUTOMATIC EMERGENCY BRAKING
FRONT PEDESTRIAN BRAKING
TRAILER HITCH AND WIRING
BLACK ASSIST STEPS
MANUAL REAR LIFTGATE

PRICING INCLUDES SC IMF AND DMV TEMP TAGS
NO ADDITIONAL ORDERS AVAILABLE FOR 2023 MODEL

Replacing F-150's ordered in 2021-2022 that will not be Manufactured with Tahoes			
Description	Quantity	Unit Price	Extended Price
Replace with 2x2 Tahoes	6	\$38,498.00	\$230,988.00
Replace with 4x4 Tahoe	1	\$45,998.00	\$45,998.00
Total Seven (7) PPV Tahoes			\$276,986.00
Seven (7) vehicles 2022-2023			
Description	Quantity	Unit Price	Extended Price
Tahoe 4x4	2	\$45,998.00	\$91,996.00
Tahoe 2x2	5	\$37,998.00	\$189,990.00
Total Seven (7) PPV Tahoes			\$281,986.00
Grand Total 14 PPV Tahoes			\$558,972.00

Additional Information						
Dealer	Phone #	City	State	Representative	Date	Notes
Scenic Chevrolet	864-640-4584	Walhalla	SC	Ken	8/10/2022	Cannot order Fleet/PPV
Richard Kay	864-332-4031	Anderson	SC	Alan/Tim	8/10/2022	Left Message on 8-10, called 3 times 8-11, no answer/return calls
Hovart Chevrolet	864-385-7000	Easley	SC	Sales Rep.	8/10/2022	Cannot order ANY vehicles
Kevin Whittaker	864-297-0011	Greenville	SC	Sarah	8/11/2022	No PPV's coming in and typically they don't order or have excess stock on PPV's. No way to provide list/vehicle locate of PPV's Tahoes on order for other dealerships.
Clinkscales Chevrolet	864-338-7745	Belton	SC	Edwin	8/10/2022	Doesn't have PPV and cannot get them.
GM Fleet					8/10/2022	Ordering for 2023 Models was only open for 1 day, and already passed. Inventory is limited
National Auto Fleet	1-855-289-6572			Neal Carroll Director of Sales	8/10/2022	Ordering for 2023 Models was only open for 1 business day (5-20-2022) and closed Memorial Day (5-23). Inventory is limited. Next order opening to order PPV Tahoe's is May/June 2023 for 2024 models. We won't rec'd those for months.

“STEERING INTO THE SKID” ON VEHICLE CONTRACTS

By Michael Speakmon, CPPO

We've been working very hard with the vehicle manufacturers and dealers to get something in place that can address the constantly changing vehicle ordering process. Some of the challenges we're facing are:

- Dealers not able to hold their pricing on the contract
- Manufacturers not holding their pricing to the dealers
- Order windows opening and closing with little or no notice
- Limited vehicle availability
- Some models not being produced
- Purchase orders being cancelled by the manufacturer AFTER acceptance
- Manufacturer/Dealer making changes to the price AFTER PO acceptance
- Dealers afraid to enter into a contract because of all of the above



Any single one of these issues would make contracting challenging, but all of them combined make it darn near impossible.

We met with the vehicle manufacturers and dealers, as well as several state and political subdivision representatives, on July 20th and explained what we're planning to do. Our plan is to do a fixed price bid on a cost-plus basis and award to all Offerors who are found to be responsive and responsible. The contracts will have an initial term of one year with one optional one-year term.

The process for ordering vehicles will be explained in detail in the contract, but the basics of the process are that when you have a PO for vehicles, you'll get quotes from multiple Contractors who are awarded that vehicle category. Your entity will determine who has the most reasonable price and delivery terms. That is who you would process the PO with. There will also be guidance provided regarding how to validate the cost from the dealership as you obtain quotes and ultimately authenticate through the time of invoice. This process will also allow us to spread out large POs over different manufacturers or dealerships when one may not have as many vehicles as we need.

It's our aim to have the solicitations issued no later than the first week of August. Since we're doing a fixed price bid and awarding to all responsive and responsible Offerors, we can shorten the timeline a little to get the contracts awarded and effective well before November 1st, which is when they would normally start. More to follow on this once we get everything published.



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

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We specialize in fast bathing. Grab bars, no slip flooring & seated showers.
Call for a free in-home consultation:
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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!
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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) 647-8093** 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

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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. 1-800-421-1074

REAL ESTATE SALES

BUSINESS PROPERTY

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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.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

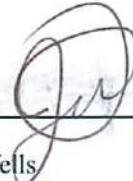
IN RE: Ordinance 2022-14, 16, 17, 19

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 07/28/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
07/28/2022



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

#85930
scottandcooney.com),
H. Guyton Murrell (guytonm@scot-
tandcooney.com), SC Bar #84134
Kevin T. Brown (kevimb@scottand-
cooney.com), SC Bar #84236
Jordan D. Baumer (jordanb@scot-
tandcooney.com), SC Bar #104074
ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

Auction 7/30 @ 10am
Upstate Properties Self Storage
430 E Main St, Salem, SC

C31 E Moore
Chairs, child bike, tables,
lamps, vanity, golf clubs, cooler,
cooktop/oven, household misc.

H25 J Webb
Tires, crates, lawn chair, tools,
electric go-cart, vacuum, speaker,
clothes, tent, helmets

D21, 30 A Smith
Toys, mattress, chairs, bins,
household misc., boxes, luggage,
child bedframe, pillows

A7, 43 B Ables-Leblanc
Tools, boxes, furniture, household
clothing, boxes, furniture

Units for sale unless paid by
owner prior to auction time.
Bidders: cash only
Tel: 864.719.4632

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT
OF COMMON PLEAS
C/A NO.: 2022-CP-37-00001

PennyMac Loan Services, LLC,
Plaintiff,
v.
Aaron B. Hollowell,
Defendant(s).

SUMMONS AND NOTICES
(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

TO THE DEFENDANT(S) ABOVE
NAMED:
YOU ARE HEREBY SUMMONED
and required to appear and defend
by answering the Complaint in

There will be a public hearing held
at 6 p.m., Tuesday August 16, 2022
in Oconee County Council Cham-
bers at 415 S. Pine Street, Wal-
halla, SC for the following:

A PUBLIC HEARING TO RECEIVE
COMMUNITY FEEDBACK, WITH
SUBSEQUENT COUNCIL DIS-
CUSSION, REGARDING THE
PROPOSED ABANDONMENT OF
A PORTION OF THORNBERG
ROAD (TU-67) AND A PORTION
OF DINKY LINE ROAD (TU-34).

ORDINANCE 2022-14 AN OR-
DINANCE GRANTING CER-
TAIN EASEMENT AND/OR EN-
CROACHMENT RIGHTS TO
CORE SVA SENECA EDINBURG,
LLC, OR ITS AFFILIATE, AT OR
NEAR PROPERTY COMMONLY
REFERRED TO AS THE PIER.

ORDINANCE 2022-16 AN OR-
DINANCE AMENDING THE
OCONEE COUNTY CONSER-
VATION BANK ORDINANCE,
O.C. CODE SECTIONS 2-398
THROUGH 2-409.

ORDINANCE 2022-17 AN OR-
DINANCE 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 PREM-
ISES LOCATED AT 301 WEST
SOUTH BROAD STREET, WAL-
HALLA, SOUTH CAROLINA.

ORDINANCE 2022-19 AN ORDI-
NANCE TO AMEND AND SUP-
PLEMENT ORDINANCE 2022-01,
WHICH ESTABLISHED THE BUD-
GET FOR OCONEE COUNTY
AND PROVIDED FOR THE LEVY
OF TAXES FOR ORDINARY
COUNTY PURPOSES, FOR THE
TRI-COUNTY TECHNICAL COL-
LEGE SPECIAL REVENUE FUND,
FOR THE EMERGENCY SERVIC-
ES PROTECTION SPECIAL RE-
VENUE FUND, FOR THE ROAD
MAINTENANCE SPECIAL REV-
ENUE FUND, FOR THE BRIDGE
AND CULVERT CAPITAL PROJ-
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DEVELOPMENT CAPITAL PROJ-
ECT FUND, FOR THE PARKS,
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Public Comment

SIGN IN SHEET

6:00 PM

August 16, 2022

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



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

August 16, 2022 ~ ~ 6:00 p.m.

A PUBLIC HEARING TO RECEIVE COMMUNITY FEEDBACK, WITH SUBSEQUENT COUNCIL DISCUSSION, REGARDING THE PROPOSED ABANDONMENT OF A PORTION OF THORNBURG ROAD (TU-67) AND A PORTION OF DINKY LINE ROAD (TU-34).

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.

ORDINANCE 2022-16 AN ORDINANCE AMENDING THE OCONEE COUNTY CONSERVATION BANK ORDINANCE, O.C. CODE SECTIONS 2-398 THROUGH 2-409.

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.

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.

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.

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 #	Road Abandonment	Ordinance 2022-14	Ordinance 2022-16	Ordinance 2022-17	Ordinance 2022-19
✓ 1. 2022 the Emily Hitchcock			✓		
2. Mickey HANEY					✓
✓ 3. Rush Thrift	✓				
✓ 4. Adam Smith	✓				
✓ 5. Leigh Baker	x				
6.					
✓ 7. Trace Smith	✓				

Ordinance #	Road Abandonment	Ordinance 2022-14	Ordinance 2022-16	Ordinance 2022-17	Ordinance 2022-19
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From: [tim barron](#)
To: [Kyle Reid](#)
Cc: timbarron05@gmail.com
Subject: Meeting aug 16 Dinky line rd
Date: Tuesday, August 16, 2022 1:12:06 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

I am opposed of the dinky line rd being closed . I live at 132 Pickens rd an have been a resident of this rd all my life that connects to dinky line . The dinky line rd was used as a supply line when they was building the main railroad where Toccoa Hwy is now , so I don't want our history of our area to be destroyed like so much other history has been destroyed, the dinky line serves access for the seniors to go to chauga store an to Jenkins bridge rd fishing also farmers use this rd to haul hay to other places to Pickens rd , there no more trash on this rd than any other side rds or main rds also people Ride horses on dinky line rd also , thanks for listening to my concerns please keep dinky line open Tim Barron an family 132 Pickens rd Westminster

Sent from my iPhone

From: [Sheila Okelley](#)
To: [Kyle Reid](#)
Subject: Fwd: Dinky Line Rd Westminster
Date: Tuesday, August 16, 2022 5:15:57 PM

Sent from my iPhone

Begin forwarded message:

From: Gabriel Haney <haney@post.com>
Date: August 16, 2022 at 3:48:40 PM CDT
To: Roads and Bridges Info <roadsandbridgesinfo@oconeesc.com>
Subject: **Dinky Line Rd Westminster**

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Good evening this is Gabriel Haney speaking. I live in the community of the dinky line dirt road.. I hate to hear that you all're even considering closing this vital road to our community. We use this access road for many things one of which includes emergency access during emergencies. I work in the county as emergency responder on multiple levels. During an emergency this road can and has been used for means of egress and access around accidents and other emergency situations. By closing this road you are cutting off that opportunity for us in the community to use and the community to use that to our advantage. Also there are multiple farms in the area and multiple farmers use that access road to stay off of the main highway with their farm equipment. It's much safer for the farmer and much safer for the folks traveling on 123 at 55 plus miles per hour . That road has been there a long time and has been used by the community with no issues up until now . As far as the trash goes on that road it's no different than any other road in this county. I travel that road almost daily and it is no different than any other dirt road or even main roads in our county. The litter is no doubt an issue but closing roads is not the answer.. If we close this road then what's next? Are we going to close all side roads?

--

Sent from my Android phone with [mail.com](#) Mail. Please excuse my brevity.

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
General Fund Revenue							
080 Encumbrance Roll from FY 2020							
080 Local Revenue	54,765,444.00	1,418,294.54	1,418,294.54	-	53,347,149.46	97%	Tax Collections Start in October.
081 State Revenue	3,918,343.00	-	-	-	3,918,343.00	100%	Quarterly Revenues
082 Federal Revenue	199,500.00	-	-	-	199,500.00	100%	Quarterly Revenues
090 Other Financing Sources	1,729,677.00	-	-	-	1,729,677.00	100%	Quarterly or Year End Posting
Total General Fund Revenue	60,612,964.00	1,418,294.54	1,418,294.54	-	59,194,669.46		
General Fund Expenditures							
101 Sheriff	11,085,875.00	717,280.60	717,280.60	138,288.17	10,230,306.23	92%	
103 Coroner	373,596.00	19,476.61	19,476.61	1,000.00	353,119.39	95%	
104 Communications	1,951,158.00	166,013.91	166,013.91	30,737.00	1,754,407.09	90%	
106 Law Enforcement Center	5,221,497.00	318,924.26	318,924.26	932,166.80	3,970,405.94	76%	Yearly Encumbrances
107 Ems & Fire Services	6,295,614.00	36,555.58	36,555.58	10,357.60	6,248,700.82	99%	Fire Contracts Paid in Dec
110 Animal Control	713,941.00	36,555.58	36,555.58	11,972.50	665,412.92	93%	
202 Parks, Recreation, & Tour	970,004.00	120,794.35	120,794.35	1,500.00	847,709.65	87%	
203 High Falls Park	453,196.00	34,122.73	34,122.73	500.00	418,573.27	92%	
204 South Cove Park	601,882.00	32,894.11	32,894.11	-	568,987.89	95%	
205 Chau Ram Park	407,469.00	29,442.90	29,442.90	2,050.00	375,976.10	92%	
206 Library	1,576,959.00	128,672.60	128,672.60	8,500.00	1,439,786.40	91%	
301 Assessor	1,096,607.00	65,492.65	65,492.65	34,703.16	996,411.19	91%	
302 Auditor	667,476.00	41,997.77	41,997.77	99,322.93	526,155.30	79%	Yearly Encumbrances
303 Brd Of Assessment Appeals	7,526.00	322.63	322.63	-	7,203.37	96%	
305 Tax Collector	448,571.00	44,587.44	44,587.44	158,420.80	245,562.76	55%	Yearly Encumbrances
306 Treasurer	706,729.00	52,497.99	52,497.99	122,748.52	531,482.49	75%	Yearly Encumbrances
402 Dept Of Social Services	12,700.00	942.45	942.45	-	11,757.55	93%	
403 Health Department	29,150.00	-	-	-	29,150.00	100%	
404 Veterans' Affairs	220,925.00	13,617.19	13,617.19	1,500.00	205,807.81	93%	
501 Clerk Of Court	788,291.00	46,514.68	46,514.68	5,500.00	736,276.32	93%	
502 Probate Court	381,670.00	22,048.09	22,048.09	3,600.00	356,021.91	93%	
504 Solicitor	1,005,004.00	62,485.52	62,485.52	-	942,518.48	94%	
509 Magistrate	989,790.00	61,521.21	61,521.21	5,500.00	922,768.79	93%	
510 Public Defender	250,000.00	-	-	-	250,000.00	100%	Paid Bi-Yearly Nov and Jan
601 Road Department	3,143,133.00	151,680.12	151,680.12	12,768.18	2,978,684.70	95%	

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
702 Building Codes	734,647.00	70,441.03	70,441.03	83,700.00	580,505.97	79%	Yearly Encumbrances
704 County Council	322,151.00	14,735.44	14,735.44	60,500.00	246,915.56	77%	Yearly Encumbrances
705 Direct Aid	736,867.00	-	-	-	736,867.00	100%	
706 Delegation	102,957.00	950.00	950.00	750.00	101,257.00	98%	
707 Economic Development	665,752.00	63,341.64	63,341.64	3,000.00	599,410.36	90%	
708 Finance Department	715,308.00	83,136.22	83,136.22	4,500.00	627,671.78	88%	
709 Non-Departmental	2,830,574.00	368,149.91	368,149.91	500.00	2,461,924.09	87%	
710 Human Resources	423,817.00	22,445.14	22,445.14	3,000.00	398,371.86	94%	
711 Information Technology	1,256,401.00	109,365.33	109,365.33	101,156.62	1,045,879.05	83%	Yearly Encumbrances
712 Planning Department	444,572.00	20,678.45	20,678.45	1,200.00	422,693.55	95%	
713 Procurement	250,378.00	23,995.77	23,995.77	1,800.00	224,582.23	90%	
714 Facilities Maintenance	1,460,350.00	88,541.59	88,541.59	6,506.55	1,365,301.86	93%	
715 Registration & Elections	298,458.00	80,379.07	80,379.07	1,500.00	216,578.93	73%	
716 Soil & Water Conservation	81,981.00	3,691.34	3,691.34	-	78,289.66	95%	
717 Administrator's Office	750,772.00	22,160.36	22,160.36	2,500.00	726,111.64	97%	
718 Solid Waste Department	5,991,966.00	153,058.06	153,058.06	2,438,271.37	3,400,636.57	57%	Yearly Encumbrances
720 Airport	2,194,759.00	120,951.41	120,951.41	1,087,492.82	986,314.77	45%	Yearly Encumbrances
721 Vehicle Maintenance	1,050,423.00	65,969.66	65,969.66	5,206.55	979,246.79	93%	
735 Register Of Deeds	341,909.00	22,701.19	22,701.19	52,536.83	266,670.98	78%	Yearly Encumbrances
741 County Attorney	404,792.00	15,960.28	15,960.28	4,000.00	384,831.72	95%	
095 Other Financing Uses	155,367.00	-	-	-	155,367.00	100%	
Encumbrance Reserve add to Dept	-	-	-	-	-		Will be on Aug Month End
Total General Fund Expenditures	60,612,964.00	3,555,092.86	3,555,092.86	5,439,256.40	51,618,614.74	80%	

Rock Quarry Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenue							
080 Encumbrance Roll			-				
080 Local Revenue	7,405,000.00	452,556.94	452,556.94		6,952,443.06	94%	
Total Revenue	7,405,000.00	452,556.94	452,556.94	-	6,952,443.06		
Expenditure							
719 Rock Quarry	6,213,873.00	165,941.45	165,941.45	1,622,205.90	4,425,725.65	71%	Yearly Encumbrances
Lease Payment	702,452.00	-	-	-	702,452.00	100%	Payment due in May
095 Other Financing Uses	1,000,000.00	-	-	-	1,000,000.00	100%	Transfers posted in June
Chang in Net Assets (FB)	(511,325.00)	-	-	-	(511,325.00)	100%	
Encumbrance Roll Over	-	-	-	-	-		Will be on Aug Month End
Total Expenditure	7,405,000.00	165,941.45	165,941.45	1,622,205.90	5,616,852.65		

Emergency Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues						Revenues	
080 Encumbrance Roll			-				
080 Local Revenue	1,600,000.00	26,413.87	26,413.87		1,573,586.13	98%	Tax Collections Start in October.
Total Revenue	1,600,000.00	26,413.87	26,413.87	-			
Expenditure							
020 Emergency Services Fund	1,600,000.00	5,611.57	5,611.57		1,594,388.43	100%	Basic Station Expenditures are paid out quarterly
Encumbrance Roll Over							Will be on Aug Month End
Total Expenditures	1,600,000.00	5,611.57	5,611.57	0%			

Sheriff Victims' Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-21	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues							
Assessments	30,000.00	3,397.35	3,397.35	-	26,602.65	89%	
Surcharges	24,000.00	1,898.84	1,898.84		22,101.16	92%	
General Fund Transfer	40,000.00	-	-		40,000.00	100%	Transfers posted in June
Total Revenue	94,000.00	5,296.19	5,296.19	-	88,703.81		
Expenditure							
Victims Services Salaries (2)	123,336.00	10,319.82	10,319.82	-	113,016.18	92%	
Use of FB	(29,336.00)						
Total Expenditures	94,000.00		10,319.82	-	113,016.18		

Solicitor Victims' Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-21	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues							
Assessments	4,000.00	13.83	13.83	-	3,986.17	100%	
Surcharges	20,000.00	635.19	635.19		19,364.81	97%	
General Fund Transfer	45,000.00	-	-		45,000.00	100%	Transfers posted in June
Total Revenue	69,000.00	649.02	649.02	-	68,350.98		
Expenditure							
Victims Services Salaries (2)	77,532.00	5,795.61	5,795.61		71,736.39	93%	
Use of FB	(8,532.00)		-		(8,532.00)	100%	
Total Expenditures	69,000.00		5,795.61	-	63,204.39		

911 Communications Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues							
Encumbrance Reserve							
AT&T Surcharge	160,000.00	-	-	-	160,000.00	100%	Revenue posted Quarterly
Competitive Local Exchange Carrier	60,000.00	-	-	-	60,000.00	100%	Revenue posted Quarterly
State Wireless	70,000.00	-	-	-	70,000.00	100%	Revenue posted Quarterly
Budget and Control Board	200,000.00	-	-	-	200,000.00	100%	Revenue posted Quarterly
Use of Fund Balance	494,000.00	-	-	-	494,000.00	100%	
Total Revenue	984,000.00	-	-	-	984,000.00		
Expenditure							
225 Communications 911 Funds	984,000.00	109,567.93	109,567.93	142,642.15	731,789.92	74%	Yearly Encumbrance
Encumbrance							Will be on Aug Month End
Total Expenditures	984,000.00	109,567.93	109,567.93	142,642.15	731,789.92		

Tri-County Technical College Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues							
Tax Collections	1,825,000.00	29,603.20	29,603.20	-	1,795,396.80	98%	Main Collection Months Nov - Feb
Total Revenue	1,825,000.00	29,603.20	29,603.20	-	1,795,396.80		
Expenditure							
TCTC Payments	1,825,000.00	-	-	-	1,825,000.00	100%	
Change in Fund Balance	-		-	-	-	0%	
Total Expenditures	1,825,000.00	-	-	-	1,825,000.00		

Road Maintenance Tax Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues							
Encumbrance Reserve							
Tax Collections	1,260,000.00	20,739.83	20,739.83	-	1,239,260.17	98%	Main Collection Months Nov - Feb
National Forestry Title I	220,000.00	-	-		220,000.00	100%	
Other Finance Source	-	-	-		-		
Change in Fund Balance Increase(Decrease)	1,065,000.00	-	-		1,065,000.00	100%	
Total Revenue	2,545,000.00		20,739.83	-	1,459,260.17		
Expenditures							
Expenditures	2,545,000.00	19,074.11	19,074.11	641,334.96	1,884,590.93	74%	Road Paving Encumbrance
Encumbrance Reserve							Will be on Aug Month End
Total Expenditures	2,545,000.00		19,074.11	641,334.96	1,884,590.93		

Economic Development Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues							
Encumbrance Reserve							
Tax Collections	621,500.00	102,083.54	102,083.54	-	519,416.46	84%	Main Collection Months Nov - Feb
Econ Dev Property Investment	-	109,768.27	109,768.27		(109,768.27)		
FILOT	600,000.00	11,352.43	11,352.43		588,647.57	98%	
Total Revenue	1,221,500.00	223,204.24	223,204.24	-	998,295.76		
Expenditures							
Expenditures	1,221,500.00	5,014.00	5,014.00		1,216,486.00	100%	
Encumbrance Reserve							Will be on Aug Month End
Total Expenditures	1,221,500.00	5,014.00	5,014.00	-	1,216,486.00		

Bridge and Culvert Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues							
Encumbrance Reserve							
Tax Collections	590,000.00	9,868.58	9,868.58	-	580,131.42	98%	Main Collection Months Nov - Feb
Use of Fund Balance		-	-				
Total Revenue	590,000.00	9,868.58	9,868.58	-	580,131.42		
Expenditures							
Expenditures	590,000.00	-	-		590,000.00	100%	
Encumbrance Reserve							Will be on Aug Month End
Total Expenditures	590,000.00	-	-	-	590,000.00		

Capital Equipment & Vehicle Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues							
Encumbrance Reserve							
Tax Collections	1,175,000.00	19,315.75	19,315.75	-	1,155,684.25	98%	Main Collection Months Nov - Feb
Insurance Proceeds	75,000.00	-	-		75,000.00	100%	
Sale of Capital Assets	50,000.00	-	-		50,000.00	100%	
Use of Fund Balance	-						
Total Revenue	1,300,000.00	19,315.75	19,315.75	-	1,280,684.25		
Expenditures							
Expenditures	1,300,000.00		-		1,300,000.00	100%	
Sheriff		-	-		-		
Animal Control		-	-		-		
High Falls Park		-	-		-		
Chau Ram Park		-	-		-		
Assessor		-	-		-		
Road Dept		-	-		-		
Planning		-	-		-		
Administrator		-	-		-		
Solid Waste		-	-		-		
Airport		-	-		-		
Encumbrance Reserve			-		-		Will be on Aug Month End
Total Expenditures	1,300,000.00	-	-	-	1,300,000.00		

Parks, Recreation and Tourism

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget		Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues								
Encumbrance Rollovers								
Tax Collections	770,000.00		60,158.00	60,158.00	-	709,842.00	92%	Oct 19 and April 20 Payments
Use of Fund Balance								
Total Revenue	770,000.00	-	60,158.00	60,158.00	-	709,842.00		High Point has not been allocated
Expenditures								
Expenditures	770,000.00		-	-	2,248,022.25	(1,478,022.25)	-192%	Large Encumbrance Roll Forward
Encumbrance Rollovers	-		-	-				Will be on Aug Month End
Total Expenditures	770,000.00	-	-	-	2,248,022.25	(1,478,022.25)		

Debt Service Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget		Jul-22	Year To Date	Encumbrance	Remaining	Remaining Percent 92%	Notes
Revenues								
Tax Collections	1,857,268.00		143,505.78	143,505.78	-	1,713,762.22	92%	Oct 19 and April 20 Payments
Total Revenue	1,857,268.00	-	143,505.78	143,505.78	-	1,713,762.22		High Point has not been allocated
Expenditures								
2016B County GO Bond	399,010.00		-	-	-	399,010.00	100%	Oct 19 and April 20 Payments
2014 SSRB Refunding Bond	321,907.00		-	-	-	321,907.00	100%	Oct 19 and April 20 Payments
2019 GO Bond Kewoee Key Fire	58,378.00		-	-	-	58,378.00	100%	Oct 19 and April 20 Payments
2013 GO Bond Echo Hills	221,140.00		-	-	-	221,140.00	100%	Oct 19 and April 20 Payments
2020 GO Refunding Bond	856,833.00		-	-	-	856,833.00	100%	
Total Expenditures	1,857,268.00	-	-	-	-	1,857,268.00		

Grants Summary *(Incomplete, Unadjusted & Unaudited Data)*

Description	Program Title	Total Awarded Amount
Coronavirus Relief Fund -Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Federal Through State	Coronavirus Relief Fund	\$ 262,524.40
FEMA Reimbursement - 2020 Tornado	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	\$ 45,331.86
FEMA Reimbursement - 2020 Flooding Event #DR4479SC	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	\$ 436,933.33
FEMA Reimbursement - COVID-19	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	\$ 22,173.25
Title IVD-Filing Fees - Enhance Child Support Enforcement	Child Support Enforcement Title IV-D - Filing Fees	\$ 190,444.47
Department of Social Services	Child and Adult Care Food Program	\$ 18,416.28
Title IVD-Service of Process Payments - Enhance Child Support Enforcement	Child Support Enforcement Title IV-D - Service of Process Payments	\$ 8,976.00
Payment in Lieu of Taxes (PILT) for Federally Owned Land	Payment in Lieu of Taxes (PILT)	\$ 181,193.00
Airport Improvement Project AIP #25 - Mt Nebo Church Rd - Remove Obstructions	Airport Improvement Program (AIP) Grant	\$ 1,086,721.00
Airport Improvement Project AIP #26 - W Terminal Apron Prep - Expand Apron	Airport Improvement Program (AIP) Grant	\$ 1,147,784.00
Airport Improvement Project AIP #29 - Murphy Land Acquisition - Acquire Land for Development	Airport Improvement Program (AIP) Grant	\$ 191,300.00
Airport Improvement Project AIP #27-Expand T Apron, P+L - Expnad Apron	Airport Improvement Program (AIP) Grant	\$ 1,255,565.00
USDA Natural Resources Conservation Services (NRCS) Emergency Watershed Protection (EWP) Program	Emergency Watershed Protection (EWP) Program	\$ 1,306,500.04
Alcohol Enforcement Team (AET) Grant	Block Grants for Prevention and Treatment of Substance Abuse	\$ 1,550.00
2019 Bulletproof Vest Partnership	Bulletproof Vest Partnership Program	\$ 12,308.03
FFY2020 Law Enforcement Network (LEN) - Coordinated Highway Safety Program	State and Community Highway Safety	\$ 1,739.00
2020 DEA Officer Overtime - Organized Crime and Drug Enforcement Task Force (OCDETF)	Organized Crime and Drug Enforcement Task Force	\$ 18,649.00
FFY20 Highway Safety Grant - Coordinated Highway Safety Program	State and Community Highway Safety	\$ 99,068.00
Bureau of Justice Assistance (BJA) FY 20 Coronavirus Emergency Supplemental Funding Program 2020-VD-BX-1152 Coronavirus Preparedness Equipment and Supplies	Coronavirus Preparedness Equipment and Supplies	\$ 37,538.83

2021 DEA Officer Overtime - Organized Crime and Drug Enforcement Task Force (OCDETF)	Organized Crime and Drug Enforcement Task Force	\$	14,865.55
FFY21 Highway Safety Grant - Coordinated Highway Safety Program	State and Community Highway Safety	\$	75,619.00
FFY2021 Law Enforcement Network (LEN) - Coordinated highway safety program	State and Community Highway Safety	\$	771.00
2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Formula Solicitation – Oconee County Law Enforcement Grant	FY 20 Local JAG Program	\$	10,568.00
2020 Bulletproof Vest Partnership	Bulletproof Vest Partnership Program	\$	14,180.00
Bureau of Justice Assistance (BJA) FY 20 Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (COSSAP) 2020-AR-BX-0045 Oconee SC Addiction Recovery & Solutions (OARS) Initiative	Oconee SC Addiction Recovery & Solutions Initiative	\$	585,693.00
Prisma-BJA 2019-Rural-0052	Bureau of Justice	\$	5,518.36
FFY2022 Law Enforcement Network (LEN) - Coordinated Highway Safety Program	State and Community Highway Safety	\$	10,000.00
2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Formula Solicitation – Oconee County Law Enforcement Grant	FY 21 Local JAG Program	\$	13,382.00
FFY22 Hwy Safety Grant Revenue	State and Community Highway Safety	\$	75,619.00
FY21/22 SCDPS SRO Grant Revenue	South Carolina Department of Public Safety	\$	63,029.69
FY2020 AFG EMW2020AFG14238	Assistance for Firefighters Grant	\$	998,636.36
Emergency Services Duke Energy Foundation Grant	Duke Foundation Grant	\$	20,000.00
Bureau of Justice Assistance (BJA) FY 20 The Justice and Mental Health Collaboration Program 2020-MO-BX-0045 Oconee County (SC) FY20 JMHCP	Oconee County (SC) FY20 JMHCP	\$	561,687.00
FFY2020 Hazardous Materials Emergency Preparedness (HMEP) Grant	Interagency Hazardous Materials Public Sector Training and Planning Grants	\$	20,000.00
2019 Hazard Mitigation Grant Program (HMGP) - Project: 4394-0018 (Severe Storms and Flooding - Hurricane Irma)	Hazard Mitigation Grant	\$	8,460.47
2020 Local Emergency Management Performance Grant (LEMPG) 20EMPG-S01 Supplemental	Emergency Management Performance Grant-S	\$	17,503.00
2020 Local Emergency Management Performance Grant (LEMPG) 20EMPG01	Emergency Management Performance Grant	\$	61,937.00
2021 Local Emergency Management Performance Grant (LEMPG) 20EMPG01	Emergency Management Performance Grant	\$	62,223.00
FY21 Local Emergency Management Performance Grant (LEMPG) ARPA	Emergency Management Performance Grant	\$	18,921.00
FY15-16 HMGP Federal Grant	Hazard Mitigation Grant	\$	141.75

2018 Hazard Mitigation Grant Program (HMGP) - Project 4241-0046-F: 235-Oconee County 5% Initiative (Severe Storms and Flooding)	Hazard Mitigation Grant	\$	30,000.00
2019 Local Emergency Management Performance Grant (LEMPG)	Emergency Management Performance Grant	\$	67,944.00
Library Services and Technology Act (LSTA) IID-19-135 Summer Reading Program Resource Grant-Oconee	Grants to States	\$	1,000.00
Library Services and Technology Act (LSTA) IID-CA-32	Grants to States	\$	1,000.00
Library Services and Technology Act (LSTA) IID-CA-326	Grants to States	\$	1,000.00
Library Services and Technology Act (LSTA) IID-ARPA	Grants to States	\$	27,643.00
Library Services and Technology Act (LSTA) IID-CA-334	Grants to States	\$	1,000.00
National Forestry Title III	Schools and Roads - Grants to States	\$	30,910.27
National Forestry Title I - Public Roads	Schools and Roads - Grants to States	\$	175,158.21
Title IVD-Transaction Reimbursement (formerly Unit Costs) Enhance Child Support Enforcement	Child Support Enforcement Title IV-D - Transaction Reimbursements	\$	93,726.92
Title IVD-Incentive Payments - Enhance Child Support Enforcement	Child Support Enforcement Title IV-D - Incentive Payments	\$	39,608.22
P & S Smith Foundation - Solid Waste Education Building Grant	Education Grant	\$	50,000.00
Duke Energy Keowee Toxaway Habitat Enhancement Program (KTHEP)	Keowee Toxaway Habitate Enhancement Program	\$	3,301.45
American Library Association (ALA) Census Mini Grant	ALA Census Mini-Grant	\$	2,000.00
Duke Energy - Chau Ram Path	Duke Energy Fund	\$	5,000.00
Center for Technology and Civic Life (CTCL) COVID-19 Election Grant	N/A	\$	27,000.00
Duke Energy Fixed Nuclear Facility (FNF)	Duke Energy Fund	\$	205,632.14
SC Dept. of Commerce C-14-2286 US Engine Valve Grant - State Pass-thru to US Engine Valve	SC Department of Commerce	\$	60,000.00
Airport Improvement Project AIP #30-Expand Runway Rehab	Airport Improvement Program (AIP) Grant	\$	287,399.00
Airport Improvement Project AIP #34-Runway Rehab	Airport Improvement Program (AIP) Grant	\$	6,285,364.20
SC Aeronautics Commission (SCAC) Grant - Emergency Repair of Asphalt	South Carolina Aeronautics Commission Grant	\$	18,900.00
Airport Improvement Project AIP #25 - Mt Nebo Church Rd - Remove Obstructions	Relocate Nebo Church Road - Construction	\$	60,374.00
Airport Improvement Project AIP #26 - W Terminal Apron Prep - Expand Apron	West Apron Expansion (Construction) Grant amendment provided matching funds for supplemental FAA grant to pave the	\$	63,766.00
Airport Improvement Project AIP #27-Expand T Apron, P+L - Expnad Apron	West Apron Expansion (Construction) Grant amendment provided matching funds for supplemental FAA grant to pave the new apron	\$	69,754.50

SCAC Grant Runway Repair	South Carolina Aeronautics Commission Grant	\$	9,375.00
SCAC Emergency Runway Repair	South Carolina Aeronautics Commission Grant	\$	13,500.00
SC Parks, Recreation & Tourism (PRT) Grant - Foothills Farmstead Grant	Undiscovered SC	\$	50,984.00
SC C-Fund - PCN P0037223 Farm Center Turning Lanes	SC DOT C-Fund	\$	656,059.45
SC C-Fund - PCN P03775 Various Road Paving	SC DOT C-Fund	\$	1,026,966.00
2020-2021 SC Body-Worn Cameras Mandate Grant	N/A	\$	85,376.64
2021 Litter Prevention Grant	Palmetto Pride	\$	5,000.00
SC Parks & Recreation Development (PARD) Fund - Chau Ram ADA	Parks and Recreation Development Fund	\$	53,271.10
SC EMS Grant-in-Aid (Pass-thru to OMH Ambulance)	Grant-in-Aid	\$	9,954.76
FY20 SCDHEC Education Outreach	Education Outreach	\$	10,000.00
FY20 SCDHEC Used Oil Grant	Used Oil Grant	\$	12,797.39
FY20 SCDHEC Waste Tire Grant	Waste Tire Grant	\$	23,560.64
FY20 SCDHEC General Recycling Grant	Recycling Grant	\$	24,500.00
FY21 SCDHEC Education Outreach Grant	Education Outreach	\$	15,000.00
FY21 SCDHEC General Recycling Grant	Recycling Grant	\$	4,797.72
FY21 SCDHEC Used Oil Grant	Used Oil Grant	\$	14,959.02
FY21 SCDHEC Waste Tire Grant	Waste Tire Grant	\$	28,902.00
Airport Improvement Project AIP #34-Runway Rehab	Airport Improvement Program (AIP) Grant	\$	349,186.90
FY22 SCDHEC Used Oil Grant	Used Oil Grant	\$	13,201.84
SC 250 Grant	South Carolina 250 Commissopm	\$	3,000.00
FY22 Litter Crew	Palmetto Pride	\$	15,800.00
2022 DEA Officer Overtime - Organized Crime and Drug Enforcement Task Force (OCDETF)	Organized Crime and Drug Enforcement Task Force	\$	5,224.16
FY21-22 Hazards Material Emergency Preparedness Grant (HMEP)	Emergency Management	\$	25,000.00
FY21-22 Hazard Mitigation Grant Program (HMPG)	Wildland Urban Interface Education Program	\$	13,750.00
Total		\$	19,041,099.20

Grant Opportunity	Potential Projects	Grant Maximum & Match Requirement	Deadline
US Department of Transportation Safe Streets and Roads for All Grant	Planning, infrastructure, behavioral and operational initiatives to prevent death and serious injuries on roads and streets involving roadway users, including pedestrians, bicyclists, public transportation, personal conveyance, motorists and commercial vehicle operators	Grant Ceiling: \$50,000,000 Grant Floor: \$200,000 Match Requirement: 20% Local Match	September 15, 2022
SC American Revolution Sestercentennial Commission	Various posted funding opportunities; Oconee 250 Committee to discuss at upcoming meeting on August 17, 2022 Opportunities include the Local Activities Grants, County Asset Assessment & Tourism Plan Grants, Research and Education Grants, Signage and Markers Grants and SC American Revolution Site Grants	Grant Maximum: \$5,000 - \$10,000 Match Requirement: 0% - 50% Local Match	September 16, 2022
Community Development Block Grant (CDBG) Neighborhood Revitalization Program	Demolition and clearance of vacant and dilapidated properties, public facilities, such as sidewalks, security lighting and other activities to support affordable or workforce housing	Grant Maximum: \$500,000 Match Requirement: 10% Local Match	September 30, 2022
Community Development Block Grant (CDBG) Special Projects	Historic preservation, innovation, energy conservation, parks, trails/greenways	Grant Maximum: \$250,000 Match Requirement: 10% Local Match	September 30, 2022
Parks and Recreation Development Grant	Recreational opportunities; the development of new public recreation facilities or the enhancement/renovation of existing facilities	Match Requirement: 20% Local Match	To Be Determined
Undiscovered SC	Rehabilitating/renovating buildings or structures with tourism significance, developing natural areas as tourist attractions, expanding or enhancing existing tourism product	Grant Maximum: \$200,000 Match Requirement: 50% Local Match	To Be Determined

Amendment of Ordinance 2022-19

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.

Mr. Hart has stated in the past, "I do not speak your language." I must say, Mr. Hart, you have common sense and logical budgeting principles. That is something most governing bodies lack. Furthermore, Mr. Hart, you are correct in asking why we could not find the funds in the current budget. Looking at the budget, one could see multiple areas of excessive revenue and funds for projects on hold.

The Jet A fuel revenue for FY 2022 Budget was forecasted for \$1,275,000.00, but as of 06/30/2022, the revenue generated was \$1,625,196.40 and more than \$350,196.00

The cabinet shop renovation is on hold for \$250,000.00

If we close the airport during the peak revenue-generating season, what is the expected reduction in the fuel purchased for resale? A 60% reduction in fuel purchased for resale would equate to \$478,500.00, and a 40% reduction would equate to \$319,000.00.

Why must we amend Ordinance 2022-19 when we have had a greater than expected revenue generated from the sale of Jet A fuel?

Why can we not find the funds for the Grant Match in the current budget?

Why are we closing the airport during the peak revenue-generating season?

Will closing the airport during the peak revenue-generating season cost us potential business in Oconee?

If we close during the peak revenue-generating season, why can we not use the funds allotted for fuel sales?

I recommend finding funds for the Grant Match in the current budget and scheduling the Airport Runway Paving after the peak season.

Mickey Haney

Salem, SC



To: Oconee County Council

Date: August 16, 2022

Re: Statement and Exhibits Submitted by Thrift Group at a Public Hearing to Receive Community Feedback Regarding the Proposed Abandonment of a Portion of Thornburg Road (TU-67 and a Portion of Dinky Line Road (TU-34).

Dear Council Members:

Thank you for the opportunity to provide comments to you tonight. My name is Rush Thrift. I am here to offer a comment and to offer documents in support of your consideration to abandon or close portions of Thornburg Road and Dinky Line Road in Westminster. To keep it simple and based on how I have historically heard this road referred to, I refer to the both of these roads, and the whole portion you are considered closing, altogether as the Dinky Line Road. So, if I just reference the Dinky Line Road and not Thornburg Road, I am intending to speak about both together. Specifically, I am speaking on behalf of my family, by virtue of my late grandfather Glenn Thrift and my family's business Thrift Group. My grandfather, now through his estate, and our family's company, Thrift Group, own the majority of the land that borders the road at issue.

On October 28, 2021, together with the other property owners who at the time owned land adjoining the road, we submitted a request to Mr. Kyle Reid of Oconee County Roads & Bridges to have the road closed. I would note that the other property owner joining this request was Mr. Adam Smith, and that Mr. Smith has since sold some of his property which adjoins the road. It is my understanding that the purchasers of Mr. Smith's property also support having this road closed. I believe they may be here tonight or may have otherwise voiced their opinions to some council members.

For background purposes, my family has owned the referenced land in this area for many years, well before my time. I speak from experience gained from my grandfather and my father as the landowners, and also from a business that has maintained the land. Additionally, through our main family business, which is that of road construction, a business my family has been in for over 75 years, I believe I have a good background to offer an opinion as to the factors that must be taken into account regarding a decision to close a road such as this.

The request submitted to Kyle Reid was based on consideration of such factors. Many of them were presented in our original letter to Oconee County Roads and Bridges. I would like to summarize those as well as offer additional evidence in support of the closure for your consideration.

Thrift Group, Inc.

Office: 180 Bountyland Rd, Seneca, SC 29672 • **Mailing:** P.O. Box 2125 • Seneca, SC 29679
Phone: (864) 882-4582 • **Fax:** (864) 882-0808 • **Email:** rthrift@thriftdev.com



1. A summary statement of the road we are discussing is that it is as a gravel road, approximately 1 mile in length, that is maintained by Oconee County.
2. The main consideration I believe, in weighing the decision to close the road, is to consider the expense to the taxpayer and to the County to maintain such a road - weighing the benefits of keeping it open versus the benefits of closing the road.
3. I submit to you that there is little benefit in keeping this road open, and that it is largely more beneficial to the County, and to the public in general, to abandon the road.
4. The road does not directly serve any homes and acts only as a "cut-through" road. By this I mean that there are no homes within portions of the road that is to be closed. Any homes that may be near each end of the road are unaffected by it's closure as is not a main access road for any of these homes.
5. Based on my family's years of experience in owning the adjoining land, and many others' opinions we have heard, including the property owner who joined us in our original request, the majority of the traffic who utilizes this road does not use it for lawful travel, but rather for unlawful activities, such as four-wheeling, parking to hold parties or consume alcoholic beverages as evidenced by the many beer cans routinely found on the road, to illegally dump trash and debris, or conduct other unlawful activity. These types of activities cause many issues not only for the adjacent property owners but also for the County which must respond to these issue and incur costs to clean up and maintain the road.
6. I submit that activities I have mentioned, especially the illegal dumping of trash, has become an increasing problem recently and that by in large the use of this road is not by the public for travel but for such illegal activities at the detriment and cost to the adjacent property owners and the County.. For your review, I will submit a copy of this statement with several exhibits, the first marked as **Exhibit A** which is numerous photos of the trash that has been dumped onto the road and the sides of the road. Two photos I would bring to your attention are the first two photos of a Exhibit A which show couch that was recently dumped in the middle of the road. One photo will show the couch as it was discovered about 3 weeks ago. The next photo will show the charred remains of the couch after someone had apparently set it on fire. These photos only show a glimpse as to the amount of trash and debris that our family and others have witnessed being dumped on this road. I would urge any Council member who has any questions about the amount of trash and clean up efforts on this road to reach out to the Sheriff's Office or the County's maintenance divisions to learn more.
7. In my research of the process to have the road closed, and in casual conversations, I have heard that there may be a concern that this road could serve as a detour route should something cause a closure on US-123. This suggested detour would serve those who would be on the Jenkins Bridge Road side to cut across to Pickens Road and access US-123. And just for reference I will submit Exhibit B which includes detailed maps of what I am describing.

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8. I have looked at the possible routes that could be used as a detour and I would submit to Council that the Dinky Line Road is, for several reasons, not a plausible detour, and also that it is not the only available detour route in the chance of a closure on US-123.
- a. For one, for such an event to even occur the closure on US-123 would have to be on a very specific and limited part of US-123, which is between Pickens Road and Jenkins Bridge Road, a stretch of road that is less than 1 mile. If there were a closure anywhere else on US-123 then the Dinky Line Road would be not able to serve as an effective detour.
 - b. A second reason is the condition of this road. This is a gravel road which is not wide enough in many spots for two cars to effectively pass each other. In driving the road, if you were in an average vehicle, and you met an oncoming emergency vehicle, it would be almost impossible for the two pass each other. Efforts would have to be taken to back up or drive into the ditch line. In my due diligence and conversations with many of the agencies of the County it my understanding that an ambulance or other emergency vehicle would not choose to use this road or would not be affected by this closure. This comes from speaking with personnel at Oconee County, the Oconee County Sheriff's Office, and SCDOT. It is my belief that some personnel from these organizations have shared this information with some council members.
 - c. Speaking to the detour. I took the time to look at some of the possible detour routes that may be in questions. Measuring from Hopewell Baptist Church, which is on the Jenkins Bridge Side of the Dinky Line Road, not utilizing the Dinky Line Road, there exist three plausible routes to get from that side of the Dinky Line Road to Prisma Hospital in Seneca.
 - i. The likely main route would be to take Jenkins Bridge Road, to US-123, and of course directly to Prisma Hospital.
 - ii. A secondary route would cross directly over US-123, and doesn't use any travel on US-123. This route would, from Jenkins Bridge Road, cross directly over US-123 at Jenkins Bridge Road at the Chauga Store onto State Road 37-20, from there you can either connect directly into downtown Westminster coming out at Westminster Baptist Church, or continue around downtown Westminster via State Road 37-45 and State Road 37-64 to connect back into US-123 where Sandvik and The Orange Horse Store is located. This secondary detour route adds less than 1 mile to the described main route.
 - iii. A third route, should there be a complete closure on US-123, would be to take Jenkins Bridge Road to North Horseshoe Bridge Road which connects to Long Creek Hwy near Coffee Road. From there you could take Long Creek Highway into Westminster of course tying back into US-123. The difference in this third route is approximately 3 miles.

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- iv. Neither of the offered detour routes use any gravel roads, but rather are all paved roads. This offers two separate detour routes from the main route should there ever be a road closure that the Dinky Line Road would otherwise be considered as a detour for.
 - v. Another point from the concern of reaching emergency services is that this area is almost equidistant to another hospital, Stephens County Hospital in Toccoa GA, and the route to this hospital is not affected by the Dinky Line Road.
 - vi. For Council's consideration, I have a detailed map of each route I have marked as **Exhibit B** which I will submit to you.
9. As a affected organizations who may in volved in the maintenance of the upkeep of this road, I would submit to Council that I have engaged in many hours of research and due diligence as to the possibility, the procedure and the opinions of closing this road. In doing so, I have spoken to multiple agencies including Oconee County, Oconee County Roads & Bridges, The Oconee County Sheriff's Office, and SCDOT. Through the course of my conversations, I have not encountered any one who appears to be against the closure of this road, and all my conversations have seemed to suggest all would be in favor of closing this road – citing the known issues of trash, illegal activities, and the expense to the County to continue to maintain the road in light of such issues. It is my belief that someone from each of these organizations has shared or will share their opinions with Council and I will let them speak for themselves.
10. One opinion item that I can share with you is an email from SCDOT which I received and have marked as **Exhibit C**. While this is a County road, no tan SCDOT road, I believe it is relevant to consider the opinion especially as it comes to a detour possibility or affect as to the State Road System. In, short the email I will submit from SCDOT states that SCDOT would have no objection to the closure of this road and that its closure would not impact the State's highway system.
11. The last exhibit I will submit, **Exhibit D** is our original request as submitted to Oconee County Road & Bridges which includes maps showing the location of the Dinky Line Road with respect to the property that my family owns as well as the property that Mr. Adam Smith owned at the time when he joined us in this request.

I thank each of you for your time and consideration of this request. Additionally, I appreciate each of you for your time and service as Council members in general and thank you for that. Mr. Chair, if I may approach I will submit to your and to Council a written copy of my statement as well as the Exhibits I have referenced.



Rush Thrift

On Behalf of

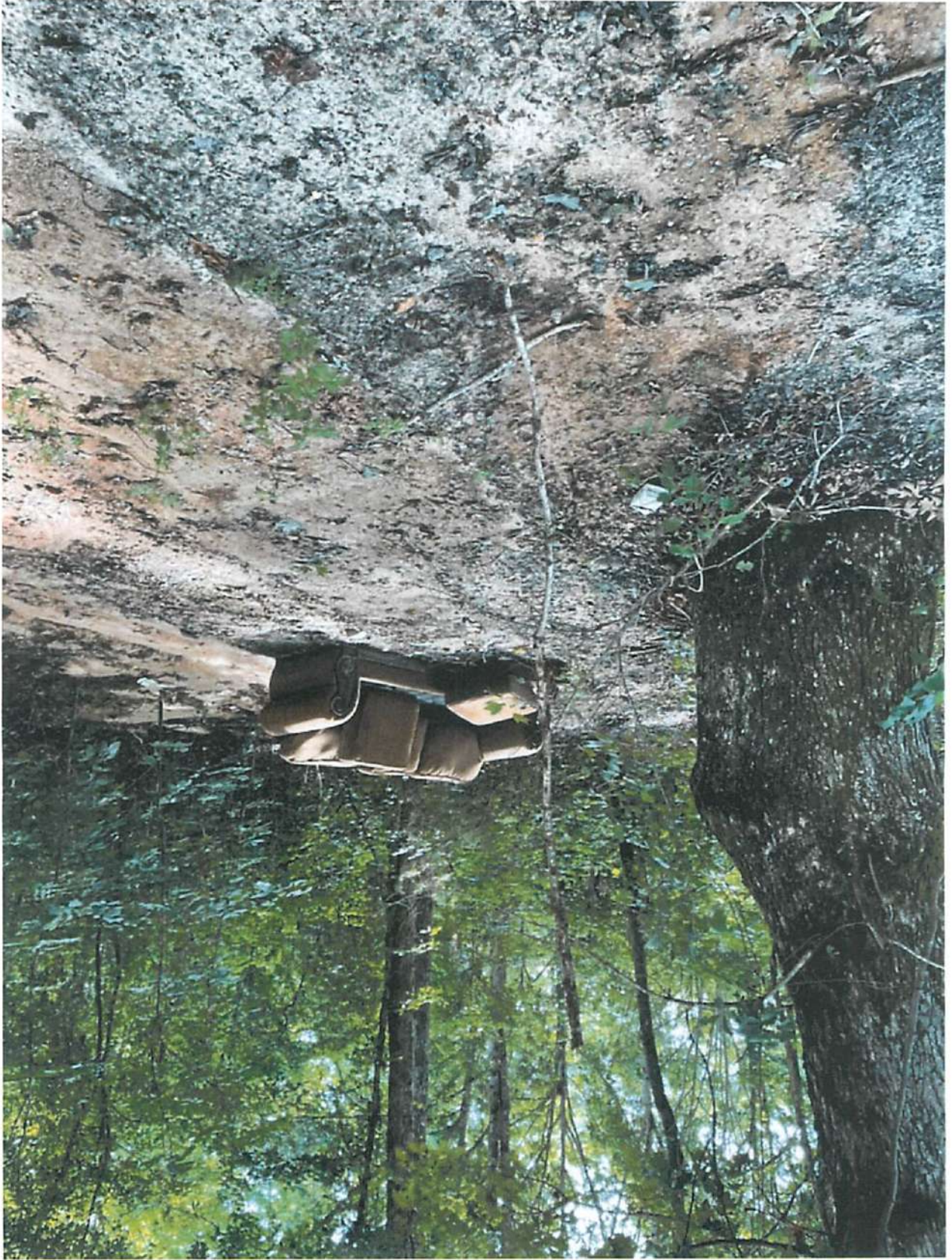
The Glenn V. Thrift Family Trust; and Thrift Group

Thrift Group, Inc.

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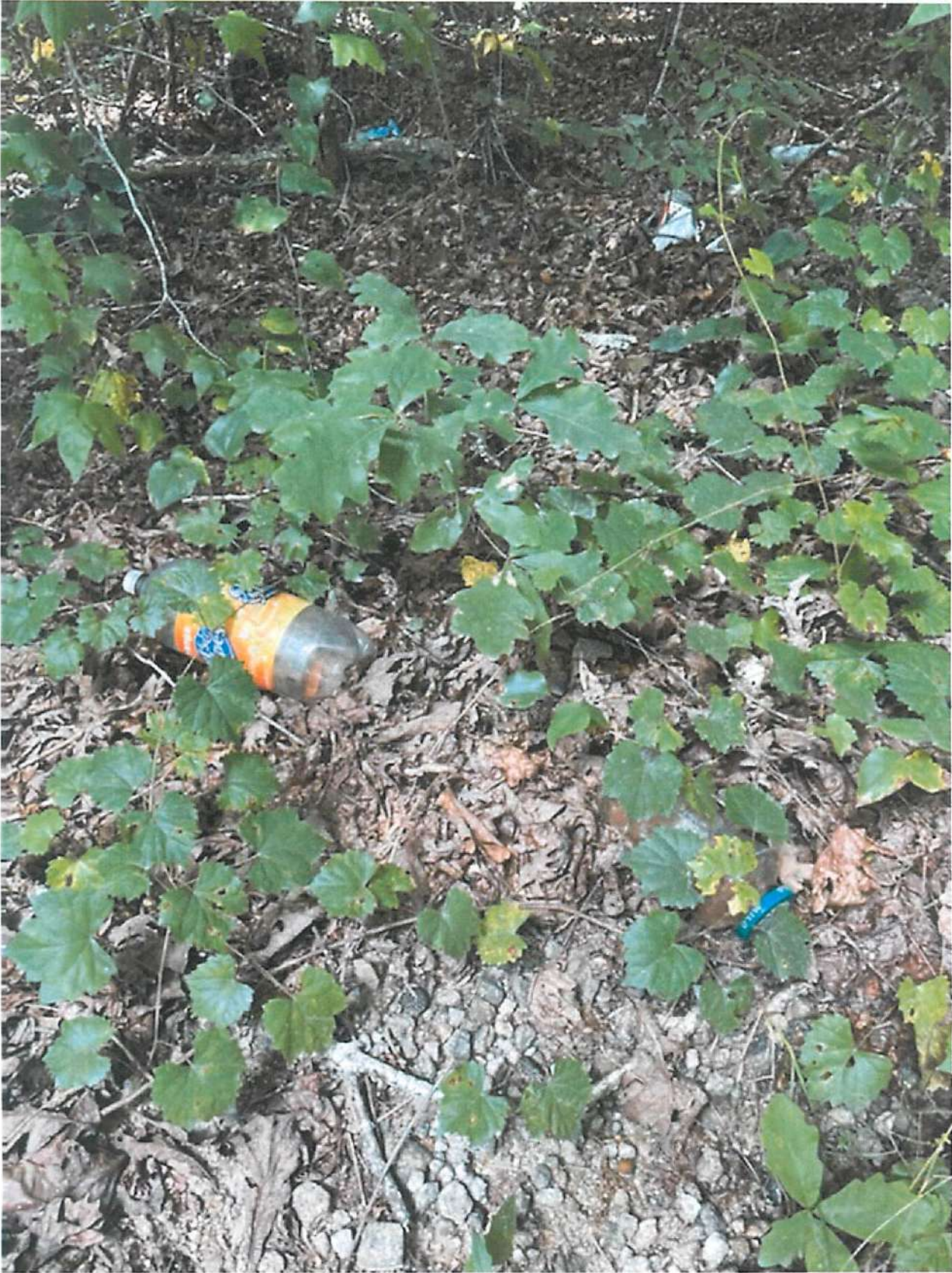
“EXHIBIT A”

Photos























“Exhibit B”

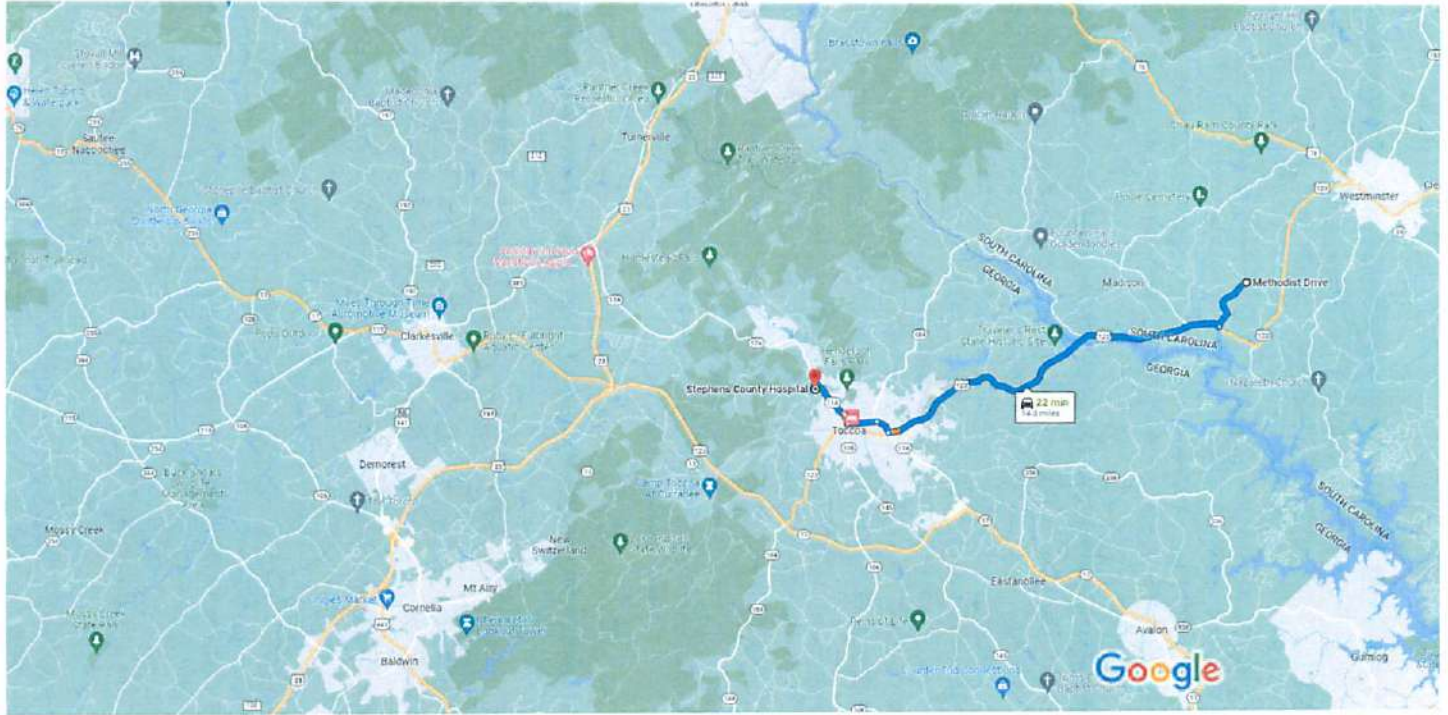
Maps





Methodist Dr, South Carolina 29693 to Stephens County Hospital, 163 Hospital Rd, Toccoa, GA 30577

Drive 14.3 miles, 22 min



Map data ©2022 Google 2 mi

Methodist Dr
South Carolina 29693

Follow Hopewell Church Rd to US-123 S

- 3 min (1.6 mi)
- ↑ 1. Head south on Methodist Dr toward Jenkins Bridge Rd/State Rd S-37-161
- 108 ft
- ↘ 2. Turn right onto Jenkins Bridge Rd/State Rd S-37-161
- 459 ft
- ↙ 3. Slight left onto Hopewell Church Rd/T U 70
i Continue to follow Hopewell Church Rd
- 1.5 mi
- ↘ 4. Turn right onto US-123 S
i Entering Georgia
- 12 min (9.8 mi)

Continue on Big A Rd to your destination

- 7 min (2.9 mi)
- ↘ 5. Turn right onto Big A Rd
- 0.4 mi

- ↑ 6. Continue onto E Tugalo St
0.8 mi
- ↪ 7. Turn right onto Broad St
0.3 mi
- ↶ 8. Turn left onto GA 17Alt N/N Alexander St/Falls Rd
Continue to follow GA 17Alt N/Falls Rd
1.1 mi
- ↶ 9. Turn left onto Forrest Dr
187 ft
- ↶ 10. Turn left onto Hospital Rd
0.1 mi
- ↪ 11. Turn right
430 ft
- ↶ 12. Turn left
Destination will be on the left
167 ft

Stephens County Hospital

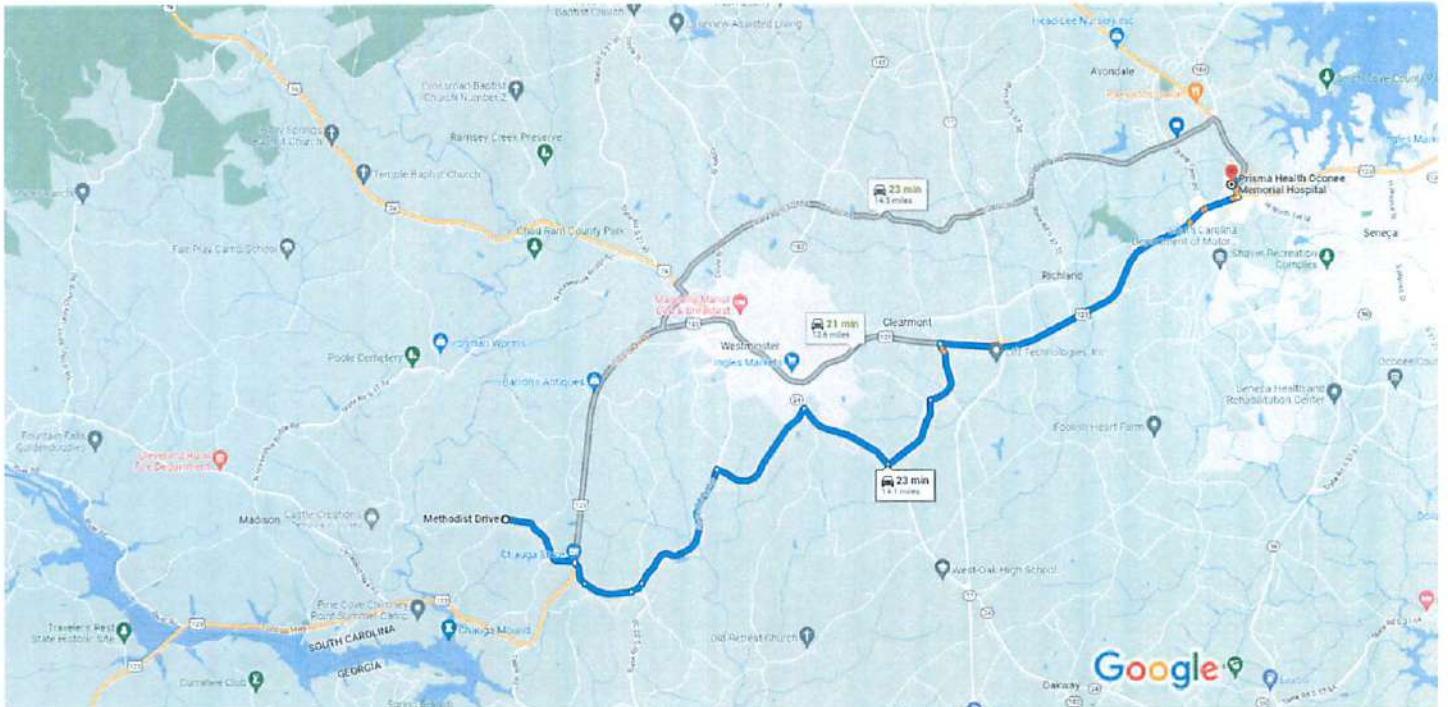
163 Hospital Rd, Toccoa, GA 30577

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Methodist Dr, South Carolina 29693 to Prisma Health Oconee Memorial Hospital, 298 Memorial Dr, Seneca, SC 29672

Drive 14.1 miles, 23 min



Map data ©2022 Google 1 mi

Methodist Dr
South Carolina 29693

Follow Jenkins Bridge Rd/State Rd S-37-161 to US-123 S

2 min (1.2 mi)

- ↑ 1. Head south on Methodist Dr toward Jenkins Bridge Rd/State Rd S-37-161
108 ft
- ↶ 2. Turn left onto Jenkins Bridge Rd/State Rd S-37-161
1.2 mi
- ↷ 3. Turn right onto US-123 S
8 s (85 ft)

Continue on State Rd S-37-161 to Dr Johns Rd/State Rd S-37-20

2 min (1.1 mi)

- ↶ 4. Turn left onto Chauga Rd/State Rd S-37-161
0.3 mi
- ↷ 5. Slight left onto Phillip Lear Rd/State Rd S-37-161
0.6 mi

↶ 6. Turn left onto Dales Dr
0.2 mi

↑ 7. Continue onto Dr Johns Rd/State Rd S-37-20
3 min (2.0 mi)

↷ 8. Turn right onto State Rd S-37-435
3 min (1.7 mi)

↷ 9. Turn right onto SC-24 E
2 min (1.4 mi)

Follow State Rd S-37-64 to US-123 N/US-76 E
3 min (2.0 mi)

↶ 10. Turn left onto Miller Farm Rd/State Rd S-37-64
1.1 mi

↷ 11. Turn right onto Seed Farm Rd/State Rd S-37-64
0.9 mi

↷ 12. Turn right onto US-123 N/US-76 E
6 min (4.5 mi)

Continue on State Rd S-37-248 to your destination
2 min (0.2 mi)

↶ 13. Turn left onto State Rd S-37-248
0.2 mi

↑ 14. Continue straight
171 ft

↷ 15. Turn right
72 ft

↶ 16. Turn left
141 ft

↶ 17. Turn left
i Destination will be on the right
92 ft

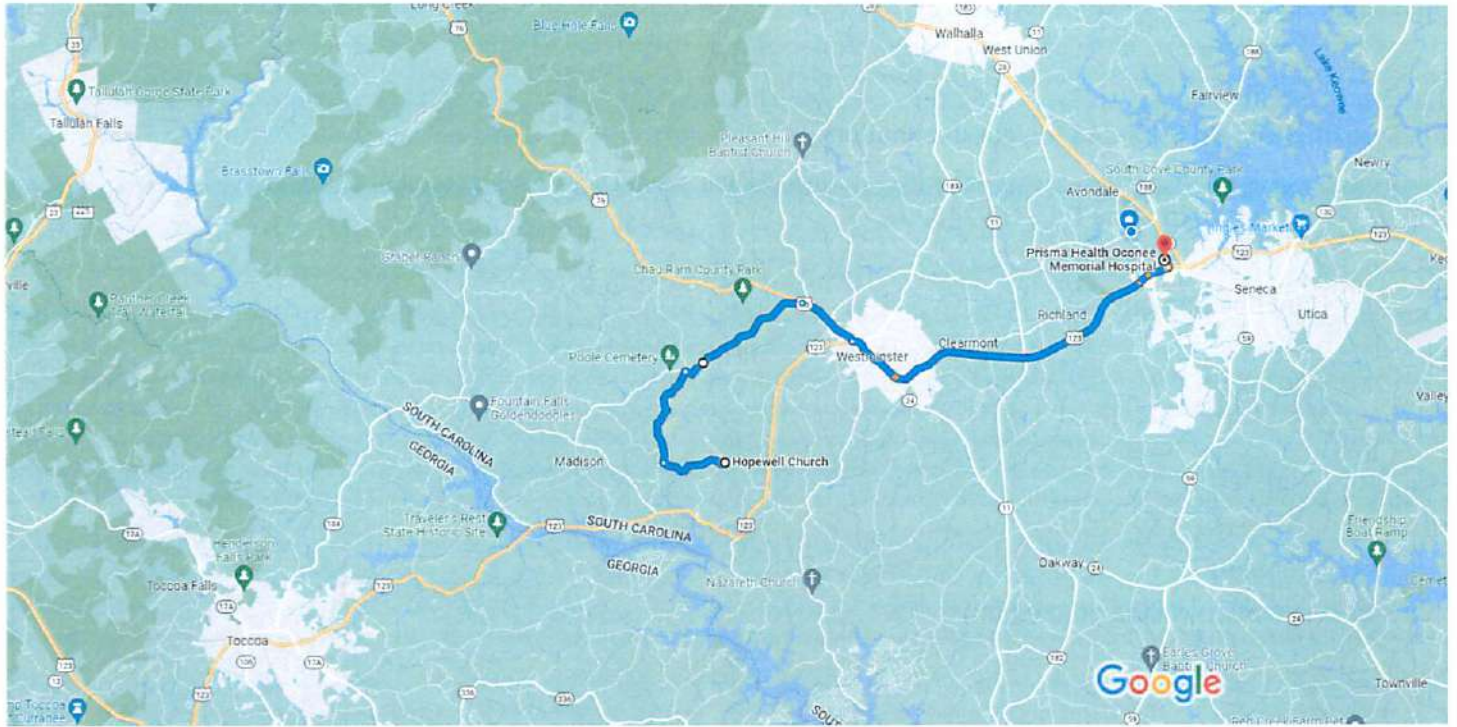
Prisma Health Oconee Memorial Hospital
298 Memorial Dr, Seneca, SC 29672

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Hopewell Church, Methodist Dr, Westminster, SC 29693 to Prisma Health Oconee Memorial Hospital, 298 Memorial Dr, Seneca, SC 29672

Drive 16.7 miles, 28 min



Map data ©2022 Google 2 mi

Hopewell Church
Methodist Dr, Westminister, SC 29693

Follow Jenkins Bridge Rd and N Horseshoe Bridge Rd/State Rd S-37-34 to US-76 E

13 min (7.1 mi)

- ↑ 1. Head south on Methodist Dr toward Jenkins Bridge Rd/State Rd S-37-161

- ↘ 2. Turn right onto Jenkins Bridge Rd/State Rd S-37-161

- ↘ 3. Turn right onto N Jenkins Bridge Rd/State Rd S-37-142
i Continue to follow N Jenkins Bridge Rd

- ↘ 4. Turn right onto N Horseshoe Bridge Rd/State Rd S-37-34

Follow US-76 E to State Rd S-37-248

14 min (9.4 mi)

- 5. Turn right onto US-76 E
1.4 mi
- ↶ 6. Turn left onto US-123 N/US-76 E
 - 📍 Pass by NAPA Auto Parts - Westminster, SC (on the right in 1.0 mi)
 8.0 mi

Continue on State Rd S-37-248 to your destination

- ↶ 7. Turn left onto State Rd S-37-248
2 min (0.2 mi)
- 0.2 mi
- ↑ 8. Continue straight
171 ft
- 9. Turn right
72 ft
- ↶ 10. Turn left
141 ft
- ↶ 11. Turn left
 - 📍 Destination will be on the right
 92 ft

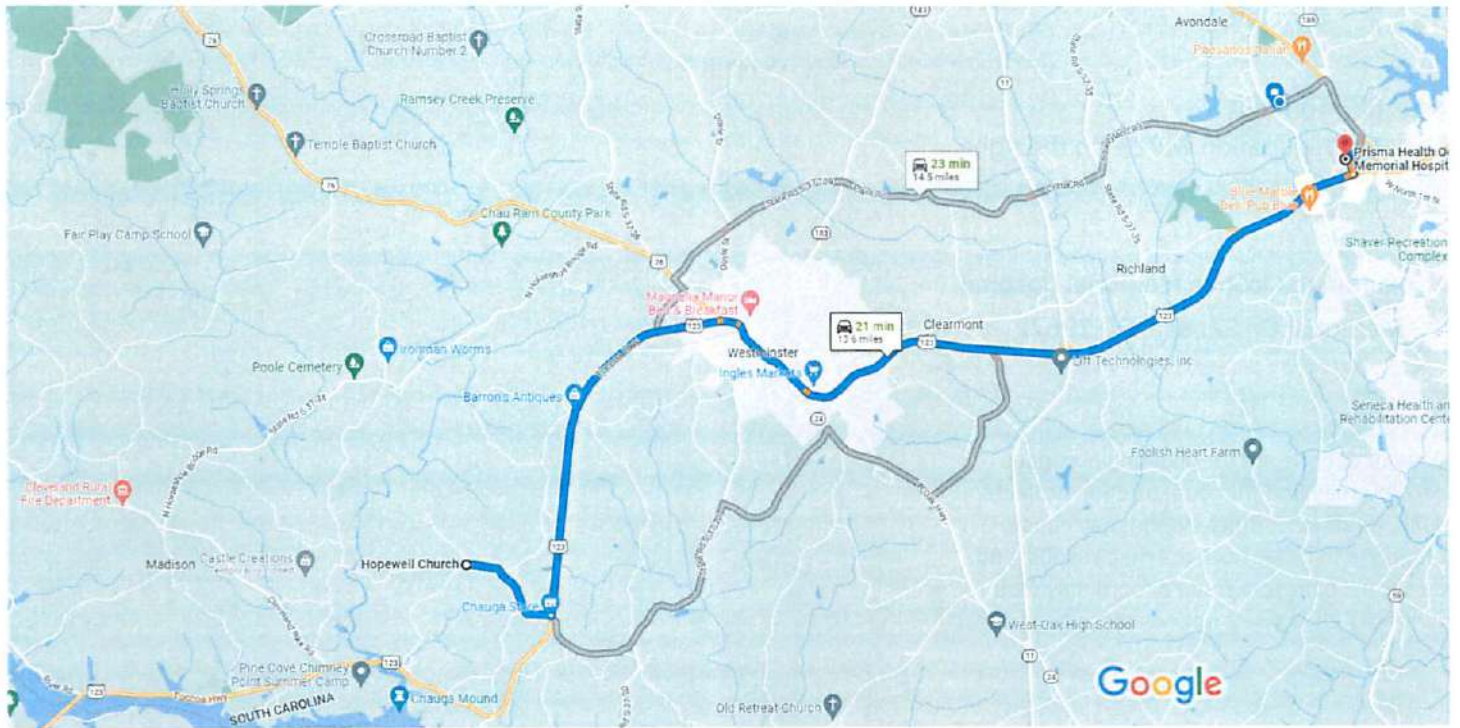
Prisma Health Oconee Memorial Hospital
298 Memorial Dr, Seneca, SC 29672

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Hopewell Church, Methodist Dr, Westminster, SC 29693 to Prisma Health Oconee Memorial Hospital, 298 Memorial Dr, Seneca, SC 29672

Drive 13.6 miles, 21 min



Map data ©2022 Google 1 mi

Hopewell Church
Methodist Dr, Westminister, SC 29693

Follow Jenkins Bridge Rd/State Rd S-37-161 to US-123 N

2 min (1.2 mi)

↑ 1. Head south on Methodist Dr toward Jenkins Bridge Rd/State Rd S-37-161

102 ft

↶ 2. Turn left onto Jenkins Bridge Rd/State Rd S-37-161

1.2 mi

↶ 3. Turn left onto US-123 N

📍 Pass by NAPA Auto Parts - Westminster, SC (on the right in 5.2 mi)

17 min (12.2 mi)

Continue on State Rd S-37-248 to your destination

2 min (0.2 mi)

↶ 4. Turn left onto State Rd S-37-248

0.2 mi

- ↑ 5. Continue straight
----- 171 ft
- ↪ 6. Turn right
----- 72 ft
- ↶ 7. Turn left
----- 141 ft
- ↶ 8. Turn left
 i Destination will be on the right
----- 92 ft

Prisma Health Oconee Memorial Hospital
298 Memorial Dr, Seneca, SC 29672

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

“Exhibit C”

Email from SCDOT

Rush Thrift

From: Hebert, David L <HebertDL@scdot.org>
Sent: Tuesday, August 16, 2022 3:39 PM
To: Rush Thrift
Subject: FW: Road Closure - Dinky Line Road, Westminster, SC 29693
Attachments: Road Closure - Dinky Line.pdf

Mr. Thrift,

The SCDOT offers no objection to the abandonment of this roadway, as it appears that its closure would not adversely affect the operation of the state highway system.

Thanks,

David L. Hebert, P. E.
District 3 Engineering Administrator
864-241-1010



From: Rush Thrift <rthrift@thriftdev.com>
Sent: Tuesday, August 16, 2022 2:56 PM
To: Hebert, David L <HebertDL@scdot.org>
Subject: FW: Road Closure - Dinky Line Road, Westminster, SC 29693

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***


David:

As discussed, attached is our original request to Oconee County Road and Bridges to have the Dinky Line Road (the road identified as TU-67 by google maps) closed. Can you provide any comments or opinion from SCDOT's perspective.

Sincerely,
Rush Thrift

Rushton G. Thrift, Esq.
Executive Vice President

 (864) 882-4582

 PO Box 2125
Seneca, SC 29679





www.thriftdev.com



www.thriftgroup.com



www.tricountyace.com

From: Rush Thrift <rthrift@thriftdev.com>
Sent: Tuesday, August 16, 2022 2:54 PM
To: Rush Thrift <rthrift@thriftdev.com>
Subject: FW: Road Closure - Dinky Line Road, Westminster, SC 29693

From: Rush Thrift
Sent: Monday, November 1, 2021 9:23 AM
To: Kyle Reid (kreid@oconeesc.com) <kreid@oconeesc.com>
Subject: Road Closure - Dinky Line Road, Westminster, SC 29693

Kyle,

Attached you will find the signed document regarding the Dinky Line Road Closure that you and my dad discussed last week. Let me know if you need the original copies and I will get them sent out today.


If I can be of any further assistance, please do not hesitate to contact me as needed. You can reach me directly on my cell at (864) 710-2013.

Thank you for your time and attention to this matter.

Rushton G. Thrift, Esq.


Executive Vice President

 (864) 882-4582

 PO Box 2125
Seneca, SC 29679



 (864) 882-0808

 180 Bountyland Road
Seneca, SC 29672



www.thriftdev.com



www.thriftgroup.com



www.tricountyace.com

“Exhibit D”

August 28, 2021, Letter to Oconee County Roads and Bridges



Thrift Law Firm, LLC

October 28, 2021

W. Kyle Reed
Assistant Director of Public Works
Oconee County Roads & Bridges
15022 Wells Hwy
Seneca, SC 29678
Email: kreid@oconeesc.com

RE: Road Closure, Dinky Line Road, Westminster, SC 29693

Dear Mr. Reed,

I write to you on behalf of all of the property owners who adjoin the Dinky Line Road (formerly known as Thornburg Road) located in Westminster, South Carolina. This road is further identified on Exhibit A.

The ("Property Owners") who adjoin to submit the above referenced road are as follows:

- (1) Gary V. Thrift (As Trustee for the Glenn V. Thrift Rev Family Trust)
Parcel ID 275-00-03-007 (Shown on Exhibit B); and
- (2) Adam Gregory Smith
Parcel ID 262-00-01-040 (Shown on Exhibit B).

On behalf of each of these Property Owners, I respectfully request that you take the necessary actions to initiate the process to have this road closed to public use.

This request is based on the following factors for consideration. The road is a gravel road which does not directly serve any homes and acts only as a "cut-through" road. The referenced property owners are the only property owners who adjoin and border this road. The property owners submit that the majority of the local traffic who utilizes this road does not use it for standard travel, but rather for unlawful "four-wheeling" type activities, and also to dump trash which causes an issue for the referenced property owners. The Property Owners submit that the trash build up as become an increasing problem recently and therefore met to discuss their options and ultimately decided to submit to you this request to close the road.



Thrift Law Firm, LLC

If I, or the Property Owners, can be of any assistance in this matter, please do not hesitate to contact any of us as needed. We are ready and willing to assist during this process. Thank you for your time and attention to this matter.

Sincerely Yours,

Rushton G. Thrift, Esq.

We, the above referenced property owners, acknowledge the facts set forth in this letter and respectfully join in submitting this request.

A handwritten signature in blue ink, appearing to read "Gary V. Thrift", written over a horizontal line.

Gary V. Thrift
Trustee for Glenn V. Thrift Revocable Family Trust
Property Owner of Parcel 275-00-03-007

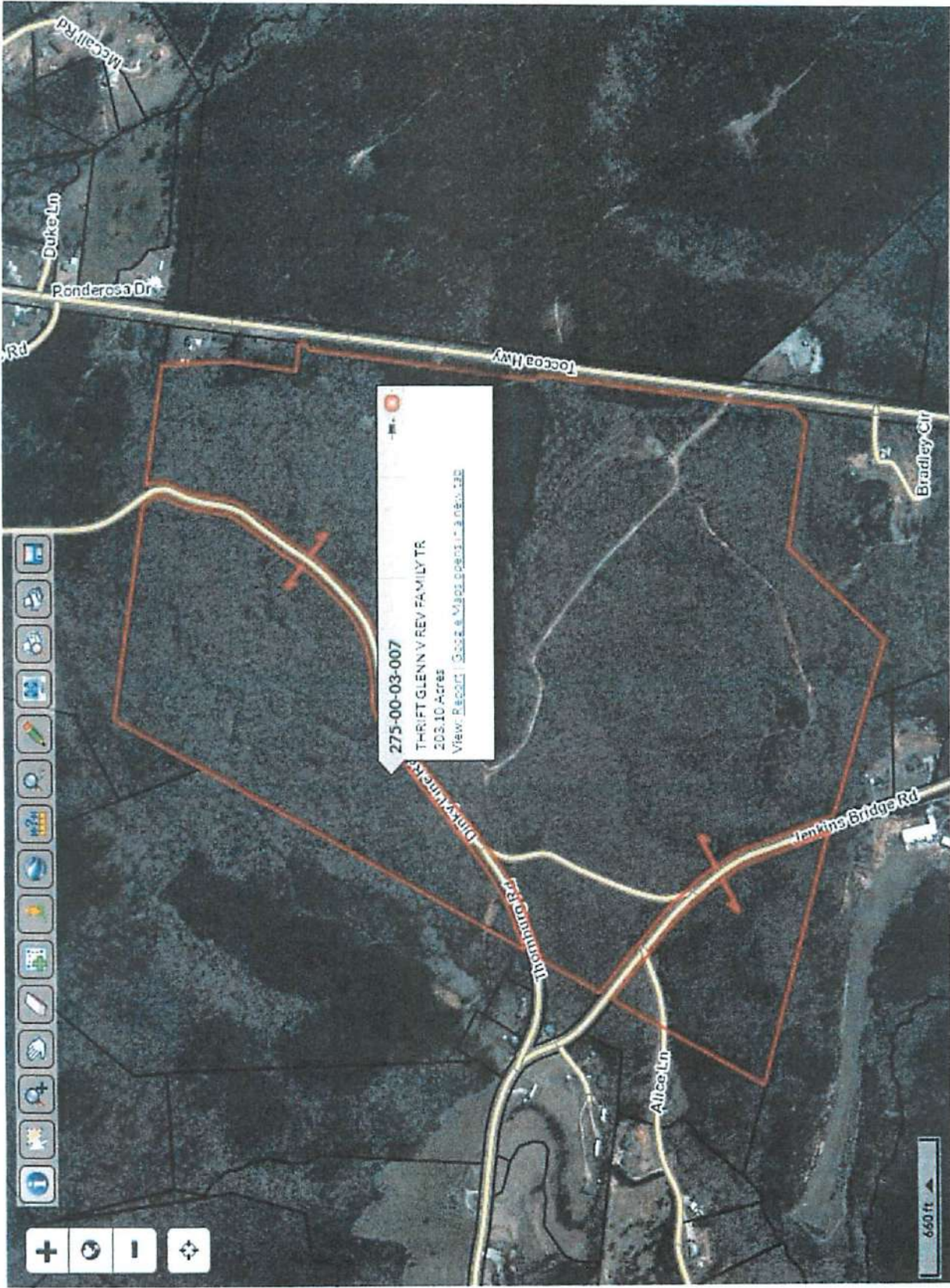
A handwritten signature in blue ink, appearing to read "Adam D. Smith", written over a horizontal line.

Adam Gregory Smith
Property Owner of Parcel 262-00-01-040

EXHIBIT A
Location of the Road which Property Owners are requesting to be closed.



EXHIBIT B



Parcel ID 275-00-03-007
 Sec/Twp/Rng n/a
 Property Address

Alternate ID 36799
 Class n/a
 Acreage 203.1

Owner Address THRIFT GLENN V REV FAMILY TR
 PO BOX 2125
 SENECA, SC 29679

District 06
 Brief Tax Description 203.10 ACS-MAP 275-00-03-007

EXHIBIT B



262-00-01-040
SMITH ADAM GREGORY
50.4 Acres
View: [Report](#) | [Google Maps opens in a new tab](#)

Parcel ID 262-00-01-040
Sec/Twp/Rng n/a
Property Address

Alternate ID 34805
Class 111 Unclassified Farm
Acreage 50.4

Owner Address SMITH ADAM GREGORY
203 W FREEMAN RD
WESTMINSTER, SC 29693

District
Brief Tax Description

06
DINKY LINE RD (50.40AC)