#### STATE OF SOUTH CAROLINA COUNTY OF OCONEE PROCLAMATION 2022-16

## A PROCLAMATION RECOGNIZING UNITED STATES CONSTITUTION WEEK

**WHEREAS**, September 17, 2022 marks the two hundred and thirty-fifth anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of September 2022.

OCONEE COUNTY, SOUTH CAI	ROLIN
John Elliott, Chairman	_
Oconee County Council	
Attest:	
	_
Jennifer C. Adams	
Clerk to County Council	
Oconee County	

#### 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 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:

- <u>Section 1</u>. <u>Appropriation</u>. 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.
- <u>Section 2</u>. <u>Expenditures</u>. 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.

Ordinance 2022-21 Page 1 of 2

- 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.
- <u>Section 4.</u> <u>Severability.</u> 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.
- <u>Section 5</u>. <u>General Repeal</u>. 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.
- <u>Section 6</u>. <u>Effective Date</u>. 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 meetin	g. duly	assembled, t	his	of	2022

#### **ATTEST:**

T. 1. DIV.

Jennifer C. Adams John Elliott

Clerk to Oconee County Council Chair, Oconee County Council

First Reading: August 16, 2022
Second Reading: September 06, 2022
Third Reading: October 04, 2022
Public Hearing: September 20, 2022
Public Hearing: October 04, 2022

Ordinance 2022-21 Page 2 of 2

#### STATE OF SOUTH CAROLINA COUNTY OF OCONEE ORDINANCE 2022-22

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY ADDING A PROVISION PROVIDING FOR PREAPPROVAL BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN RELATION TO SUBDIVISION PLANS SUBMITTED FOR PRELIMINARY APPROVAL TO OCONEE COUNTY FOR PROPERTIES WITH ROAD FRONTAGE ON U.S. HIGHWAY 123, BETWEEN THE OCONEE COUNTY - PICKENS COUNTY BORDER AND THE EASTERNMOST BOUNDARY OF THE CITY OF SENECA; AND OTHER MATTERS RELATED THERETO.

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

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

**WHEREAS**, the County is authorized by Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land development and subdivision standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by adding a provision providing for preapproval by the South Carolina Department of Transportation ("SCDOT Preapproval") in relation to subdivision plans submitted for preliminary approval to Oconee County for properties with road frontage on U.S. Highway 123, between the Oconee County - Pickens County border and the easternmost boundary of the City of Seneca;

**WHEREAS**, the Oconee County Planning Commission has considered this issue and recommends that the following language be added to Section 32-222 of the Oconee County Code of Ordinances:

Sec. 32-222 Preliminary plan and supporting data.

A. Submittal requirements.

10. Properties with road frontage on U.S. Highway 123, between the Oconee - Pickens County border and the easternmost municipal boundary of the City of Seneca, shall submit to and receive approval from the South Carolina Department of Transportation ("SCDOT") prior to final approvals from the Oconee County Planning Department. All SCDOT comments shall be incorporated in the plan submitted to the County. Design priorities should include connecting parking areas and limiting curb cuts.

**WHEREAS**, County Council hereby agrees to modify Chapter 32 of the Code of Ordinances in this limited regard and particular only and to affirm and preserve all other provisions of the Code of Ordinances not expressly, or by implication, amended hereby; and

WHEREAS, after first reading of this Ordinance by County Council, the Oconee County Planning Commission will hold a public hearing on this matter upon thirty (30) days' advance notice, consistent with Section 32-226(4) of the Oconee County Code of Ordinances; and it will report the results of that public hearing to County Council prior to County Council conducting second reading and holding its public hearing on this matter.

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

1. Chapter 32 of the Code of Ordinances is hereby revised, rewritten, and amended by adding the following subsection:

Sec. 32-222 Preliminary plan and supporting data.

A. Submittal requirements.

- 10. Properties with road frontage on U.S. Highway 123, between the Oconee Pickens County border and the easternmost municipal boundary of the City of Seneca, shall submit to and receive approval from the South Carolina Department of Transportation ("SCDOT") prior to final approvals from the Oconee County Planning Department. All SCDOT comments shall be incorporated in the plan submitted to the County. Design priorities should include connecting parking areas and limiting curb cuts.
- 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 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. Nothing contained herein, however, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior subdivision or land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto.
- 4. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, not amended hereby, directly or by implication, shall remain in full force.
- 5. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINE	<b>D</b> in meeting, duly assemble	ed, this day of	, 2022.
ATTEST:			
T 'C A 1		T. I. Elli, W	
Jennifer Adams Clerk to Oconee County Council		John Elliott Chair, Oconee County Council	
Clerk to Oconec Co	Juney Council	Chair, Geonee County Council	
First Reading:	September 20, 2022		
Second Reading:			
Third Reading:	<del></del>		
Public Hearing:			

#### STATE OF SOUTH CAROLINA COUNTY OF OCONEE ORDINANCE 2022-23

AN ORDINANCE AMENDING CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, TO ALLOW FOR THE CONSTRUCTION OF SIDEWALKS IN COUNTY RIGHT-OF-WAYS; AND OTHER MATTERS RELATED THERETO.

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

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

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 26 of the Code of Ordinances by adding a provision allowing for the construction of sidewalks in County right-of-ways;

**WHEREAS**, the Oconee County Planning Commission has considered this issue and recommends that sidewalks be allowed in County right-of-ways under the terms outlined below; and

**WHEREAS**, County Council hereby agrees to modify Chapter 26 of the Code of Ordinances in this limited regard and particular only and to affirm and preserve all other provisions of the Code of Ordinances not expressly, or by implication, amended hereby.

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

A. Chapter 26 of the Code of Ordinances is hereby revised, rewritten, and amended as follows.

Section 26-3(q), as it existed prior to the adoption of this Ordinance (which stated that sidewalks were prohibited in County right-of-ways) is hereby deleted, and in its place the following language is substituted:

#### Section 26-3(q)

Sidewalks are only permitted in County right-of-ways when they meet the following conditions:

- 1. A financially responsible entity, as determined by the County in its sole discretion (the "Responsible Entity"), agrees to perform necessary maintenance and repair to the sidewalk and accepts all real and potential liability arising from the existence and use of the sidewalk. The Responsible Entity must, prior to sidewalk construction, enter into an agreement with the County that establishes the Responsible Entity's maintenance, repair, and liability obligations. These obligations will include the duty to defend and hold the County harmless from any damages or claims for damages in any way related to sidewalk construction, maintenance, and repair.
- 2. The sidewalk shall be designed by a professional engineer, licensed in the State of South Carolina, to meet the most recent applicable South Carolina Department of Transportation ("SCDOT") minimum standards and be in a form consistent with all applicable SCDOT Standard Drawings. The sidewalk shall be constructed in strict compliance with the approved design. Sidewalk design and construction must be timely submitted for approval by appropriate County personnel.
- 3. Necessary maintenance and repair of the sidewalk will be performed expeditiously and in a manner consistent with the most recent applicable SCDOT minimum design standards and Standard Drawings.
- B. Additionally, the following provision is added in relation to private right-of-ways:

Chapter 26-3(r)

Sidewalks are only permitted in private right-of-ways when they meet the following conditions:

- 1. A financially responsible entity, as determined by the County in its sole discretion (the "Responsible Entity"), agrees to perform necessary maintenance and repair to the sidewalk and accepts all real and potential liability arising from the existence and use of the sidewalk.
- 2. The sidewalk shall be designed by a professional engineer, licensed in the State of South Carolina, to meet the most recent applicable South Carolina Department of Transportation ("SCDOT") minimum standards and be in a form consistent with all applicable SCDOT Standard Drawings. The sidewalk shall be constructed in

strict compliance with the approved design. Sidewalk design and construction must be timely submitted for approval by appropriate County personnel.

3. The final plat submitted for approval and recordation must include the following:

"THE SIDEWALK LOCATED IN THE RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE PRIVATE, NOT OWNED, MAINTAINED, OR OVERSEEN BY OCONEE COUNTY, AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. SIDEWALKS IN RIGHT-OF-WAYS SHOWN UPON THIS PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE. MAINTENANCE OF THE SIDEWALK SHALL BE THE RESPONSIBILITY OF \_\_\_\_\_\_."

- 4. Necessary maintenance and repair of the sidewalk will be performed expeditiously and in a manner consistent with the most recent applicable SCDOT minimum design standards and Standard Drawings.
- C. And, Section 26-2(c), regarding the construction of private roads, is consequently amended as follows:
  - (3) Be designed in accordance with the regulations set forth in subsection 26-3(e) and (r) of these regulations;
  - (4) Be constructed in accordance with the regulations set forth in subsection 26-3(f) and (r) of these regulations;
- D. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
- E. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- F. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 26 not amended hereby, directly or by implication, shall remain in full force.
- G. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

<b>ORDAINED</b> in meeting, duly assembled, this	day of	, 2022
ATTEST:		

Jennifer Adams Clerk to Oconee Co	ounty Council	John Elliott Chair, Oconee County Council
First Reading:	September 20, 2022	
Second Reading:		
Third Reading:		
Public Hearing:		

#### STATE OF SOUTH CAROLINA COUNTY OF OCONEE ORDINANCE 2022-24

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY REVISING THE LOT SIZE AND DENSITY STANDARDS APPLICABLE TO THE LAKE OVERLAY DISTRICT; AND OTHER MATTERS RELATED THERETO.

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

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

**WHEREAS**, the County is authorized by Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County;

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 38 of the Code of Ordinances by revising the lot size and density standards applicable to a portion of the lake overlay district; and

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances by changing the minimum lot size to one-half acre and the maximum density to one dwelling unit per one-half acre for those lots created hereafter that are within two hundred (200') feet of the full pond contour of Lake Keowee and Jocassee, 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. Section 38-11.1(d)(1), Subsection a.1., is revised to read as follows:
  - Lots that are created subsequent to the effective date of this ordinance and which exist, in whole or in part, within two hundred (200') feet of the full pond contour of Lake Keowee or Lake Jocassee shall be no less than one-half acre in size, with a maximum density of one dwelling unit per one-half acre. Lots located fully within the remaining boundaries of the lake overlay district are limited to a net density of no greater than two dwelling units per acre.
- 2. Prior to the third reading of this Ordinance, the Oconee County Planning Commission shall review this proposed amendment to Chapter 38 and issue a recommendation to County Council in relation hereto.
- 3 Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
- 4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as canceling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard or land use provision, or decision of the County or County Council based thereon, which was valid and legal at the time in effect and undertaken pursuant thereto, in any regard.
- 5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 38, not amended hereby, directly or by implication, shall remain in full force.
- 6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINE	<b>D</b> in meeting, duly assemble	ed, this day of	, 2022.
ATTEST:			
 Jennifer Adams		John Elliott	
Clerk to Oconee Co	ounty Council	Chair, Oconee County Council	
First Reading: Second Reading: Third Reading:	September 20, 2022		
Public Hearing:	· · · · · · · · · · · · · · · · · · ·		

#### STATE OF SOUTH CAROLINA COUNTY OF OCONEE ORDINANCE 2022-25

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JULIE IBRAHIM AS LESSEE FOR CERTAIN OFFICE SPACE LOCATED AT THE OCONEE COUNTY REGIONAL AIRPORT, 365 AIRPORT ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

**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 1976, as amended, to lease real property and to make and execute contracts;

**WHEREAS**, County desires to execute and enter into a Lease Agreement (the "Lease") with Julie Ibrahim by which County will lease as office space certain improved real property located at the Oconee County Regional Airport, 365 Airport Road Seneca, South Carolina, such property being designated as "Office" on the depiction of Hangar E, attached hereto as Exhibit A;

**WHEREAS**, the Oconee County Council (the "Council") has reviewed the form of the Lease attached hereto as <u>Exhibit B</u> and determined that it is in the best interests of the County to execute and enter into the Lease, and the Council wishes to approve the same and authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

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

- 1. <u>Lease Approved.</u> The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as <u>Exhibit B</u>, attached hereto.
- 2. <u>Related Documents and Instruments; Future Acts.</u> The County Administrator is hereby authorized to negotiate such other documents and instruments that may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of County.
- 3. <u>Severability</u>. 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 remaining terms of this Ordinance, all of which are hereby deemed separable.

Oconee County Cou		orders, resolutions, and actions of the are, to the extent of such inconsistency
from and after pub		all become effective and be in full force ling in accordance with the Code of
ORDAINED	in meeting, duly assembled,	this of, 2022.
ATTEST:		
Jennifer C. Adams		John Elliott
Clerk to Oconee Cou	nty Council	Chair, Oconee County Council
First Reading: Second Reading: Third Reading: Public Hearing:	September 20, 2022	

## EXHIBIT A (See attached)

## EXHIBIT B (See attached)

#### **EXHIBIT A** Hangar E 3 0 4 3 0 7 0 3 (19) **(1)** 0 4 43 6 0 1 44'-0" 44'-01-22'-0' 10-FOLD SCOR VIS COMMEN OF PART OF STORAGE HER OF M O'S STREET RESTROOM 3-6-3-6. UNIT HUMBER Office WA DELETE THE PART SHE MA.-O. CENTER THE ID CENTER TIME -1997-6" STEEL CINE TO THEIR EDG-FLOOR-PLAN TONTONION MEMBER PLON HOSE VENT TO SA DICYMENT NEW PHINES 4 6 8 16730+ 10030R-467000FE SDUTH EIDEVALL ELL VATION SEPTEMBER OF THE 0

#### STATE OF SOUTH CAROLINA

#### COUNTY OF OCONEE

#### LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022 by and between Oconee County, South Carolina ("Lessor"), a body politic and corporate and political subdivision of the State of South Carolina, and Julie Ibrahim ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon being generally known as the Oconee County Regional Airport, 365 Airport Road Seneca, South Carolina ("Airport Property");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor dedicated office space, designated as "Office" on Exhibit A attached hereto, being adjacent to Units 4 and 8 of Hangar E, which is located at the Airport Property ("Lease Premises"); and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease, and upon such execution and delivery that this Lease shall be enforceable against each in accordance with its terms, all requisite approvals and authorizations necessary or requisite for the execution and delivery of this Lease having been obtained prior to the execution hereof.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties as applicable) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 2. AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST. Lessee covenants to pay to "Oconee County" at 365 Airport Road Seneca, South Carolina, 29678, or such other place as Lessor shall designate in writing, as rent for the Lease Premises, the sum of Two Thousand, Seven Hundred and 00/100 (\$2,700.00) Dollars for each one-year Lease Term. Such rent payment shall be delivered to Lessee in twelve (12) equal monthly installments of Two Hundred, Twenty-Five and 00/100 (\$225.00) Dollars, and such rent payments are to be received on or before the first (1<sup>st</sup>) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.
- 3. BREACH OR DEFAULT. If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Lease Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.
- 4. LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES. Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Lease Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee, as provided for in this Lease, Lessee shall be required to restore the Lease Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee will not commit any waste of or on the Lease Premises and will pay for all damages to land, buildings, or equipment caused by Lessee. Lessee shall not use or permit the use of the Lease Premises in violation of any local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Lease Premises.
- 5. LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF. Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Lease Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electrical, and plumbing systems without the written consent of Lessor.
- 6. UTILITIES, TAXES, AND INSURANCE. Lessor shall pay all charges for reasonable and customary use of water, gas, sewer, and electricity at the Lease Premises. Lessee shall be responsible for the payment of any taxes imposed on real or personal property situated on or at the Lease Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Lease Premises. Lessee shall provide a certificate of insurance for this general liability policy or policies upon Lessor's request. Further, Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or others entering the

Lease Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

- 7. AS IS CONDITION OF THE LEASE PREMISES. The Lease Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Lease Premises in general, or as to Lessee's contemplated use specifically.
- 8. RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY. Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Lease Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim related to the Lease Premises or this Lease, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives.
- 9. OBSERVANCE OF LAWS. Lessee shall duly obey and comply with all public laws, ordinances, rules, and regulations related to the use of the Lease Premises.
- 10. DAMAGE BY FIRE, ETC. In the event the Lease Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.
- 11. CONDEMNATION. In the event that the Lease Premises shall be taken for public use by city, state, federal government, public authority, or other corporation having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use, or, at the option of Lessee, as of the date on which the Lease Premises shall become unsuitable for Lessee's regular business by reason of such taking; provided, however, that if only a part of the Lease Premises shall be so taken, such termination shall be at the option of Lessee only. If such a taking of only a part of the Lease Premises occurs, and Lessee elects not to terminate this Lease, there shall be a proportionate reduction of the rent to be paid under this Lease from and after the date such possession is taken for public use. Lessee shall have the right to participate, directly or indirectly, in any award for such public taking to the extent that it may have suffered compensable damage as a Lessee on account of such public taking.
- 12. ASSIGNMENT. Lessee may not assign this Lease or sub-let the Lease Premises, or any part thereof, for any use without the written consent of Lessor.
- 13. LESSOR'S RIGHT TO ENTER LEASE PREMISES. Lessee shall permit Lessor and Lessor's agents to enter at any reasonable time to view the state and condition of the Lease Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes; provided, however, that Lessor shall make commercially reasonable efforts to avoid interruption of Lessee's business in so doing.

- 14. NO WAIVER OF BREACH. Failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.
- 15. EXECUTION OF OTHER INSTRUMENTS. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.
- 16. ENTIRE AGREEMENT. This Lease constitutes all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Lease Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.
- 17. SECTION HEADINGS. The section headings as to the contents of particular sections herein are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.
- 18. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
- 19. NOTICES. It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County

Attn: Amanda Brock, County Administrator

415 S. Pine Street

Walhalla, South Carolina 29691

Lessee: Julie Ibrahim

P.O. Box 1447

Clemson, South Carolina 29633

or to such other addresses as may be from time to time authorized in writing by Lessor or Lessee.

20. COUNTERPARTS. This Lease may be executed in one or more counterpart, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall inure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above.

WITNESS:	LESSOR:
	OCONEE COUNTY, SOUTH CAROLINA
	By: Its: County Administrator
	LESSEE:
	Julie Ibrahim

#### **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



#### 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.

#### **M 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

#### **MANNOUNCEMENTS**

#### **ANNOUNCEMENTS**

BATHROOM RENOVATIONS Easy, One Day Updates! We specialize in safe bathing. Grab bars, no slip flooring & seated showers. Call for a free in-home consultation: 844-524-2197

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-855-397-7030 www.dental50plus.com/60 #6258

#### DONATE YOUR CAR TO KIDS.

Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & RV's , too! Fast Free Pickup - Running or N Tax Donation -Call (888) 515-3810

Classifieds

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

#### WESTMINSTER EAST APTS:

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

#### **SALES & SERVICES**

#### **AUCTIONS**

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

Call Randall Savely at the S.C. Newspar Network 1 727-

#### **REAL ESTATE SALES**

#### **BUSINESS PROPERTY**

**PUBLISH** ALL real estate advertish newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or destinination" base

preference, Imma presentation." This newspaper 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.

- 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, work-shops, 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

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,

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,

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, & Administrapmittee at 9:00 a.m. on the Res: February 18 [Stratehing Retreat] & March 18 [Budget Workshop]

and 4:30 p.m. on the following dates: March 1, April 19, & May 3,

## Mini Warehouse

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

654-1000



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

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

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

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

# 2023 Fiscal Year 2022 Tax Year Oconee County Millage Presentation

Christy W. Hubbard Oconee County Auditor

# 2022 Assessed Values Used for Millage Calculation

	Real Estate	383,520,803
•	Aircraft	96,216
•	Boats/Motors/Documented Vessels	10,979,331
•	Business Personal Property	7,657,390
•	Manufacturing	20,433,545
•	Utilities	186,554,327
•	Rail Road	1,038,572
•	Vehicles/BMW	40,230,000
•	Manufacturing Abatement	47,617,740
•	Legal Residential Assessment	202,000,000

# 2022 Tax Year Assessment Totals for Millage Purposes

- County Operations/Bonds/TCTC 602,892,445
   Mill Value \$602,892 (2021 was \$586,604)
- School Operational 448,510,185
   Mill Value \$448,510 (2021 was \$422,809)
- School Bonds 650,510,185
   Mill Value \$650,510 (2021 was \$622,809)

Mill values vary because of different abatements/reductions from each entity

# County Council Approved Budget Amounts to Fund for Millage Purposes

Oconee County - \$47,526,950 - approved Dollar amount to set operational millage on \$36,731,514\*

SDOC- \$70,981,677 – approved Dollar amount to set millage on \$50,062,676\*

\* Dollar Amount to set millage on is: Dollar amount approved less: FILOT, state reimbursements, tier dollars and designated county mills per ordinance 2022-01

### **Debt Service Payments**

- County \$1,464,785
- SDOC \$18,294,581
- The amounts listed above are for payments due from October 2022 – October 2023.
- Payments due through September 30, 2022 were accounted for in bond millage for the 2021 tax year.

## Millage Recommended to fund Approved Budgets

- County Operations/TCT 74.3 mills (decrease of 3.0 mills)
- School Operations 111.6 mills (decrease of 4.1 mills)
- County Bonds 2.0 mills (no change)
- School Bonds 30.0 mills (decrease of 1.0 mill)
- Total millage for 22/23 217.9
- Overall recommended millage is a decrease of 8.1 mills

# Millage Breakdown

Oconee County, South Carolina 2022-2023 Approved Millage Rates

County	Incorporated Mills	Unincorporated Mills
County Operations	60.9	60.9
Emergency Operations	N/A	2.9
Economic Development	1.1	1.1
Bridges/Culverts	1.0	1.0
Road Maintenance	2.1	2.1
Capital Veh & Equip Fund	2.0	2.0
Parks, Rec & Tourism	1.3	1.3
Tri County Operations	3.0	3.0
County Bonds	2.0	2.0
Total County	73.4	76.3
School		
School Operations	111.6	111.6
School Bonds	30.0	30.0
Total School	141.6	141.6
Grand Total County Mills	215.0	217.9

# 2022 TY City/Special District Millage

•	Salem	37.0

- Seneca62.7
- Walhalla 84.0
- Westminster99.3
- West Union51.8
- Keowee Fire17.5

# Questions?



Henry McMaster Governor Harry M. Lightsey III Secretary

September 6, 2022

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

Re: Curtec International - Economic Development Set-Aside Grant #C-21-3544 - Oconee County

Dear Ms. Brock:

Pursuant to the meeting of the Coordinating Council on September 1, 2022, I am pleased to inform you that funding in the amount of \$200,000 has been approved for the above referenced project. Funds will be used for site preparation and building construction to assist Curtec International (Project Queso). Please be advised that only approved budget items described in the cost estimates submitted as part of the application are eligible for reimbursement. Any costs over the funding amount will not be the responsibility of the Coordinating Council.

Please note that before grant funds can be used to reimburse approved project costs, several steps must be completed. Specifically, the following <u>must be submitted</u> to our office:

- 1. Grant Award Agreement Enclosed for signature are two copies of the Grant Award Agreement between the SC Coordinating Council for Economic Development and Oconee County. The agreement must be signed by an official (or his/her authorized designee) with legal authority to execute the agreement for the Grantee (Oconee County) as well as two witnesses (Council Members or the Attorney representing Oconee County). Please read this contract carefully. Once signed, please return both copies to my attention within fourteen (14) days. Once the signed agreements are received, they will be signed by our office and one original executed agreement will be sent to your attention.
- 2. Performance Agreement The Performance Agreement is between the SC Coordinating Council for Economic Development, Oconee County, and Curtec International. The agreement must be signed by officials (or their authorized designees) with legal authority to execute the agreement for the Grantee (Oconee County) and for the Company (Curtec International). The Performance Agreement is being forwarded to the Company first for signatures and revisions if necessary. Once the Company has signed the Agreement they will be forwarded to the Grantee. Please read this contract carefully. Once signed, please return all three copies to my attention within fourteen (14) days. Once the signed agreements are received, they will be signed by our office. One original executed agreement will be sent to your attention and the other to the company.

Please also note that work for which the grant is approved should not commence prior to the Council's receipt of the signed agreements by all parties and the Council's issuance of a notice to proceed.

- 3. Project Budget The project cost estimates provided as part of the application will serve as the project budget. If actual costs fluctuate by more than 10% or more than \$10,000 (whichever is less) a new detailed budget must be submitted for the Council's approval before additional funds may be drawn. If specific items are not reimbursable under the terms of the agreement, we will notify you in writing.
- 4. <u>Signed Contracts</u> Once signed, please forward all contracts pertaining to the grant project to our office. Additionally, if there are amendments to contracts related to the grant project, those must also be forwarded to our office within 14 days of execution.
- 5. <u>Status Reports</u> The status reports are designed to provide the Council with relevant information related to your grant project. These reports should be submitted on a quarterly basis.

For your convenience, we have enclosed a grant packet which includes: a program checklist that notifies you of required documents and the dates which they are due, a customized request for payment form that must accompany all reimbursement requests, a status report form to be submitted quarterly and two copies of the signed grant award agreement. All of these forms are available electronically, and we will gladly forward them to you upon request.

The SC Coordinating Council for Economic Development appreciates the opportunity to serve the citizens of Oconee County, and we look forward to working with you to ensure the success of this project. If you have any questions, please feel free to contact us.

Sincerely,

Alan D. Young V Executive Director

Coordinating Council for Economic Development

Enclosures

cc: Harry M. Lightsey, III (w/o enclosures)

Philip Morgan (w/o enclosures)

## Economic Development Set-Aside Program Checklist

Before first reimbursement request will be processed, you must submit:

<u>Item</u>	<b>Due Date</b>	Grantee Notes
Signed Grant Agreement	Within 14 days of receipt	
Signed Performance Agreement	Within 14 days of receipt	
Signed Contracts	Within 14 days of execution	•
Contract Amendments	Within 14 days of execution	
Initial Status Report	Submitted with first draw request	
When reimbursement requests as	re made, you must submit:	
-	re made, you must submit:	Grantee Notes
When reimbursement requests a	re made, you must submit:	Grantee Notes
When reimbursement requests an <u>Item</u>	_	Grantee Notes
When reimbursement requests an  Item  Request for payment form	requests (Invoices, AIAs, etc.)	Grantee Notes
When reimbursement requests an <a href="https://limbursement.org/limbursement">Item</a> Request for payment form Documentation supporting draw r	requests (Invoices, AIAs, etc.)	Grantee Notes

## KEY DATES TO REMEMBER

<u>Activity</u>	<u>Timeframe</u>	Your Trigger Dates
Grant Effective Date	Date grant award is approved	09/01/2022
Project Start Date	Within 3 months of grant issuance	
Project Completion Date	Within 18 months of grant issuance	

#### Need to contact us?

Mail to: South Carolina Coordinating Council for Economic Development
1201 Main Street, Suite 1600
Columbia, SC 29201
Fax to: (803) 734-0385

Marcella S. Forrest

(803) 737-2024

mforrest@sccommerce.com

# Economic Development Set-Aside Quarterly Status Report

Grantee:	Oconee County	Grant #:	C-21-3544 - site preparation and building construction
Date:		Report #:	
Contact Person:		Phone:	
Grant Award Date:	September 01, 2022	Amount Awarded:	\$200,000.00
PROJECT STAT	US		
Engineering/Desi	gn:		
is complete	is approximately% complete	has not begun	
If engineering/de	sign has not yet begun, please answer t	the following:	
Engineering/o	design is scheduled to begin on:		
	this is within 3 months of the awa	rd date	_
	this is <b>not</b> within 3 months of the	award date	
Construction:			
Began on	AND		
is complete	,		
is approxima	ately% complete and scheduled	I to be complete by	
OR			
has not beg	un		
Construction is	scheduled to begin on:	AND is scheduled t	to complete by:
Construction com	pletion dates are:		
	☐ within 18 months of the award da	te	
	not within 18 months of the awar	rd date	
not been resolved, either the 3-month:	ruction has been delayed for any reason provide a date that a resolution is expostant date or 18-month completion date sion of the deadline(s). <i>Note: The Coun</i>	ected. If delays will no requirement, attach	ot allow grantee to comply with a letter explaining the delay and
	··· ·		
	· · · · · · · · · · · · · · · · · · ·		
***			

PROJECT PERMITS, RIGHTS	OF WAYS, ETC.			
Permits, Right-of-Ways, etc. are	e <b>not</b> required for this project.			
Permits, Right-of-Ways, etc. are				
If required, provide a list of all nece	essary permits and/or right-of-wa	ays:		
<u>Type</u>	<u>Obtained</u>	When?		
	☐ Yes ☐ No	(If not yet obtained, provide anticipate	ea aate)	
			-	
			<u> </u>	
	Yes No			
PROJECT SCOPE			···	
PROJECT BUDGET				
☐ The project budget is the same change orders.	as the approved budget and the	ere have been no contract amendme	ents or	
The project budget has change	_	_		
are attached	were submitted to DOC for a	pproval on		
THER MATERIAL ISSUES	- 19 A			
dentify any other material issues rela	ated to the progress of the project	<b>t:</b>		
			<del>.</del>	
he information contained herein is tr	rue to the best of my knowledge.			
(Signature)	(Title)	(Date)	)	
			Page	

#### SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT

1201 Main Street, Suite 1600 Columbia, South Carolina 29201

## GRANT AWARD AGREEMENT GRANT # C-21-3544

In accordance with the provisions of Section 12-28-2910 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Coordinating Council for Economic Development, hereinafter called the Council, does commit and grant to Oconee County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Council and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

#### **Section 1: DEFINITIONS:**

- (a) Agreement means this Grant Award Agreement.
- (b) <u>Application</u> means the grant application forms submitted by the Grantee to the Council.
- (c) <u>Company</u> means the economic development corporate entity that is identified in the Application.
- (d) <u>Contractor</u> means a private contractor who undertakes all or part of the Grant Project.
- (e) <u>Council</u> means the South Carolina Coordinating Council for Economic Development (CCED).
- (f) Grant means the dollars committed by the Council to the Grantee for the Project.
- (g) Grant Project means the portion of the Project that is within the scope of work as described in Section 2.0 hereof and approved by the Council to be reimbursed with Grant funds.
- (h) <u>Grantee</u> means the unit of government designated for the Grant and set forth above.
- (i) <u>Project</u> means the project identified and described in the Application.
- (j) State means the State of South Carolina and any agencies or offices thereof.

- **Section 2: PROJECT DESCRIPTION:** Funds will be used for site preparation and building construction to assist Curtec International (Project Queso). The Grant Project has been approved by the Council and is included by reference as <u>Economic Development Set-Aside Grant #C-21-3544 site preparation and building construction.</u>
- **Section 3:** AWARD AMOUNT: The Council hereby commits an amount not to exceed \$200,000, to be used only for the Grant Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs within the scope of work approved by the Council.
- 3.1: Approval of Third Party Contracts: The Grantee must submit all agreements with a Contractor engaged to perform work within the scope of the Grant Project to the Council when it submits a reimbursement request relating to a payment to that Contractor.
- 3.2: Notice to Proceed: The Grantee must obtain from the Council written notice to proceed prior to incurring costs against the Grant. If the Grantee or the Company needs to incur expenses prior to the Council's notification to proceed, the Grantee must submit a written request to the Council and obtain prior written approval from the Council. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and is not eligible for payment with Grant funds.
- 3.3: Engineering Costs: Reimbursement of engineering costs will be capped at 10% of the total grant award amount. Requests that exceed 10% must have substantial justification and require prior approval by the Council to be reimbursable.
- **3.4.** Administrative Fees: The Grantee may not charge an administration fee in connection with the Grant.
- Section 4: AMENDMENTS: Any changes in the scope of work of the Grant Project, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.
- Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Grant Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Grant Project, the Council shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.
- **Section 6: FUNDING UNDERRUNS:** The Grantee agrees that it will return surplus Grant funds that result from Grant Project cost underruns.
- Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Grant Project, and submit a copy of the audit report to the Council. The Grantee agrees that it will reimburse the Council for unauthorized and unwarranted expenditures disclosed in

the audit, if so directed by the Council. Upon request of the Council, the Grantee shall make available, and cause the Company to make available, for audit and inspection by the Council and its representatives all the books, records, files and other documents relating to any matters pertaining to the Grant Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book);

#### **Section 8: CONTRACTOR SELECTION:**

(a) In the event that the Grantee will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, then the selection of that Contractor by the Grantee must follow the applicable procurement laws, regulations and guidelines of the county. The use of the grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. If the Grantee fails to adhere to procurement requirements as set forth herein, the Council may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Council or the Grantee.

All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Council to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

(b) In the event that the Company will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, the Grantee warrants that it will ensure that the selection of the Contractor complies with the requirements set forth in Exhibit A attached hereto.

Section 9: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement shall remain confidential and exempt from disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Section 30-4-40(a), If information

given to or prepared or assembled by the Grantee under this Agreement is or may be required to be disclosed, Grantee agrees to consult with the Council prior to such required disclosure to protect any and all confidential proprietary interests of third party companies.

- Section 10: DISCRIMINATION: The Grantee shall not, and in the event it engages Contractors it shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.
- Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or federal official shall be admitted to any share or part of the Grant funds, this Agreement or to any benefit to arise from the same.
- Section 12: INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE GRANTEE, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS: No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Project or this Agreement. If the Grantee engages any Contractors for the Grant Project, the Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Grant Project and this Agreement this provision prohibiting such interest.
- Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining the Council's approval of the Application, or the Council's approval of any applications for additional assistance or Grant funds, or any other approval or concurrence of the Council required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Grant Project costs.
- Section 14: MAINTENANCE OF AND ACCESS TO RECORDS: The Grantee shall retain records for property purchased totally or partially with Grant funds and records relating to procurement matters for a period of three years after the final disposition of the Grant. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved. Upon request, the Grantee must make these records available to the Grantee's auditor, the Council, and its representatives.
- **Section 15: MBE OBLIGATION:** The Grantee agrees to use its best efforts to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and any Contractors shall

take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts

- Section 16: PROJECT COMPLETION: The Grantee must complete, or cause to be completed, the Grant Project within 18 months of the Date of Award of this Grant. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.
- Section 17: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Council may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.
- Section 18: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State, without regard to conflicts of laws principles. The federal and state courts within the State shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.
- Section 19: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Council to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Council. In such event, the Council shall certify to the Grantee the fact that sufficient funds have not been made available to the Council to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.
- Section 20: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Council shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.
- Section 21: TERMS AND CONDITIONS: The Council reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Council and any other agency of the State.
- Section 22: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due on the first day of the month beginning with the first full month after commencement of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 17 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Council.
- Section 23: PROJECT START-UP: The Project must begin within three months of the Date of Award of the Grant. If the Grantee or the Company does not begin the

Project within three months of the Date of Award of the Grant, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement. For purposes of this section, the Grantee or the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.

Section 24: LIABILITY: The Grantee understands that Council accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Grant Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 25: PAYMENT: The Grantee must submit to the Council a certified request for payment for work that is documented by the Grantee. The Council, upon its approval of the request for payment, shall forward such requests to the Finance Department of the South Carolina Department of Commerce. Payments are issued from the Comptroller General's office. Payment requests should be submitted to the Council no more than once a month.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file <u>and</u> be available for inspection at any time.

Section 26: RESPONSIBILITY FOR MAINTENANCE: Maintenance of new roads and other improvements to the Grantee's or Company's right of way and/or property is the sole responsibility of the Grantee. Neither the Council nor the State shall have any responsibility whatsoever to maintain such roads and other improvements relating to the Project. The Grantee may assign this responsibility to any agreeable party.

**Section 27: SEVERABILITY:** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Signatures on following page]

copy of this Agreement which have bee agreement must have original signatures the Date.	n signed i	n the space provided	d below. The
Date of Award	Alan D. Y Executive Coordinat	oung Director ing Council for Econo	omic Development
ACCEPTANCE FOR THE GRANTEE			
Signature of Official with Legal Authority		Date	<del>_</del>
to Execute this Agreement for the Grantee			
Printed Name and Title of Authorized Offi	icial		
ATTEST:			
Signature of Elected City or County County	cil		
Member, as appropriate	·		
Signature of Elected City or County County Member, as appropriate	cil		

#### Exhibit A

#### Bidding Process to be used for Costs to be reimbursed with Grant Funds

- 1. Use full and open competition to the maximum extent practicable.
- 2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
- 3. Restrict competition only when necessary to satisfy a reasonable public requirement.
- 4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
- 5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
- 6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
- 7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
- 8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
- 9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
- 10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.



## September 20, 2022

## Public Comment SIGN IN SHEET 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

## PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Brannon MASSez	Transformational Housing
2	Charity Coneany	Transitional Housing Women -
3	Kay Knapp	Transitional Housing women -
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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**

September 20,  $2022 \sim 6:00$  p.m.

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.

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 #	Ordinance 2022-21
1.	
2.	
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Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Fund: 010 General Fund  080 Local Revenue 55,149,500.00 1,609,149.01 2,773,159.78 0.00 52,376,340.2  081 State Revenue 3,918,343.00 26,356.73 26,356.73 0.00 3,891,986.2  082 Federal Revenue 199,500.00 676.50 676.50 0.00 198,823.5  090 Other Financing Sources 1,729,677.00 37,078.87 37,078.87 0.00 1,692,598.1							
080 Local Revenue       55,149,500.00       1,609,149.01       2,773,159.78       0.00       52,376,340.2         081 State Revenue       3,918,343.00       26,356.73       26,356.73       0.00       3,891,986.2         082 Federal Revenue       199,500.00       676.50       676.50       0.00       198,823.5         090 Other Financing Sources       1,729,677.00       37,078.87       37,078.87       0.00       1,692,598.1	count	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
081 State Revenue       3,918,343.00       26,356.73       26,356.73       0.00       3,891,986.2         082 Federal Revenue       199,500.00       676.50       676.50       0.00       198,823.5         090 Other Financing Sources       1,729,677.00       37,078.87       37,078.87       0.00       1,692,598.1	und: 010 General Fund						
082 Federal Revenue       199,500.00       676.50       676.50       0.00       198,823.5         090 Other Financing Sources       1,729,677.00       37,078.87       37,078.87       0.00       1,692,598.1	080 Local Revenue	55,149,500.00	1,609,149.01	2,773,159.78	0.00	52,376,340.22	95
090 Other Financing Sources 1,729,677.00 37,078.87 37,078.87 0.00 1,692,598.1	081 State Revenue	3,918,343.00	26,356.73	26,356.73	0.00	3,891,986.27	99
	082 Federal Revenue	199,500.00	676.50	676.50	0.00	198,823.50	100
010 General Fund 60.997.020.00 1.673.261.11 2.837.271.88 0.00 58.159.748.1	90 Other Financing Sources	1,729,677.00	37,078.87	37,078.87	0.00	1,692,598.13	98
	0 General Fund	60,997,020.00	1,673,261.11	2,837,271.88	0.00	58,159,748.12	95

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	1,823,201.14	0.00	0.00	0.00	1,823,201.14	100
095 Other Financing Uses	149,367.00	0.00	0.00	0.00	149,367.00	100
101 Sheriff	11,117,096.73	946,506.14	1,696,432.45	152,892.43	9,267,771.85	83
103 Coroner	373,596.00	26,752.17	47,379.64	924.73	325,291.63	87
104 Communications	1,951,158.00	180,141.55	348,671.30	10,009.76	1,592,476.94	8
106 Law Enforcement Center	5,221,497.00	414,250.21	747,591.42	891,395.10	3,582,510.48	6
107 Ems & Fire Services	6,951,199.34	303,430.84	589,362.25	597,607.13	5,764,229.96	8
110 Animal Control	732,662.25	70,259.52	113,956.69	24,922.50	593,783.06	8
120 Sheriff'S Bailiffs	0.00	6,566.06	7,930.90	0.00	-7,930.90	
202 Parks, Recreation, & Tour	977,004.00	54,540.90	181,135.42	1,372.91	794,495.67	8
203 High Falls Park	453,196.00	53,538.76	96,166.81	442.68	356,586.51	7
204 South Cove Park	601,882.00	65,502.29	104,980.53	0.00	496,901.47	8
205 Chau Ram Park	407,469.00	39,658.05	71,247.32	1,943.95	334,277.73	8
206 Library	1,576,359.00	141,118.12	311,447.40	7,864.22	1,257,047.38	8
301 Assessor	1,096,607.00	99,368.16	169,091.63	34,434.54	893,080.83	8
302 Auditor	667,476.00	51,819.88	93,292.65	99,152.58	475,030.77	7
303 Brd Of Assessment Appeals	7,526.00	714.61	1,037.24	0.00	6,488.76	8
305 Delinquent Tax	448,571.00	30,307.39	75,170.28	147,916.45	225,484.27	5
306 Treasurer	706,729.00	60,150.25	113,803.87	110,685.85	482,239.28	6
402 Dept Of Social Services	12,700.00	961.78	1,904.23	0.00	10,795.77	8
403 Health Department	29,150.00	1,972.24	2,114.91	0.00	27,035.09	9
404 Veterans' Affairs	220,925.00	20,558.44	34,354.00	1,421.61	185,149.39	8
501 Clerk Of Court	788,291.00	109,288.67	155,803.35	6,427.56	626,060.09	7
502 Probate Court	381,670.00	33,859.48	57,054.73	3,285.16	321,330.11	8
504 Solicitor	1,005,004.00	80,886.12	144,064.47	0.00	860,939.53	8
509 Magistrate	989,790.00	67,669.19	131,873.49	30,100.90	827,815.61	8
510 Public Defender	250,000.00	0.00	0.00	0.00	250,000.00	10
601 Road Department	3,143,133.00	280,799.16	453,724.69	12,175.79	2,677,232.52	8
702 Building Codes	734,647.00	52,408.10	124,052.90	83,626.51	526,967.59	7
704 County Council	322,151.00	35,892.35	50,681.38	59,951.13	211,518.49	6
705 Direct Aid	736,867.00	162,967.81	167,993.84	0.00	568,873.16	7
706 Delegation	102,957.00	2,388.19	3,338.19	697.71	98,921.10	9
707 Economic Development	665,752.00	31,456.34	94,797.98	3,000.00	567,954.02	8
708 Finance Department	715,308.00	60,725.78	144,114.12	4,118.64	567,075.24	7
709 Non-Departmental	3,249,558.14	59,836.90	428,942.56	213,484.25	2,607,131.33	8
710 Human Resources	423,817.00	37,797.98	60,694.42	2,845.94	360,276.64	8
711 Information Technology	1,330,245.28	65,398.94	178,698.44	145,500.64	1,006,046.20	7
712 Planning Department	444,572.00	27,663.12	49,345.11	1,046.15	394,180.74	8
713 Procurement	250,378.00	18,349.86	43,787.32	4,747.06	201,843.62	8
714 Facilities Maintenance	1,460,350.00	121,144.62	221,587.76	10,198.67	1,228,563.57	8

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
715 Registration & Elections	298,458.00	18,091.57	88,798.99	6,441.45	203,217.56	68
716 Soil & Water Conservation	81,981.00	5,720.37	9,411.71	0.00	72,569.29	89
717 Administrator'S Office	840,940.00	39,574.74	67,456.80	25,671.25	747,811.95	89
718 Solid Waste Department	6,505,410.90	473,698.97	663,101.36	2,648,918.99	3,193,390.55	49
720 Airpart	2,593,646.50	275,694.32	398,978.84	931,307.54	1,263,360.12	49
721 Vehicle Maintenance	1,050,423.00	87,040.48	164,144.35	8,235.92	878,042.73	84
735 Register Of Deeds	341,909.00	30,713.26	53,414.45	47,802.67	240,691.88	70
741 County Attorney	404,792.00	39,249.79	58,163.91	2,166.04	344,462.05	85
799 Poll Workers	6,000.00	00,0	9,943.36	0.00	-3,943.36	-66
010 General Fund	64,643,422.28	4,786,433.47	8,831,039.46	6,334,736.41	49,477,646.41	77

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	7,482,167.74	654,992.87	1,135,671.46	0.00	6,346,496.28	85
017 Rock Quarry Enterprise Fund	7,482,167.74	654,992.87	1,135,671.46	0.00	6,346,496.28	85

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
095 Other Financing Uses	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100
719 Rock Quarry	6,993,762.74	893,458.69	1,099,933.32	1,589,980.25	4,303,849.17	62
017 Rock Quarry Enterprise Fund	7,993,762.74	893,458.69	1,099,933.32	1,589,980.25	5,303,849,17	66

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

count	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
und: 020 Uninc Emergency Services Protection	on Srf					
080 Local Revenue	1,603,817.48	15,162.82	41,576.69	0.00	1,562,240.79	97
20 Uninc Emergency Services Protection Srf	1,603,817.48	15,162.82	41,576.69	0.00	1,562,240.79	97
080 Local Revenue	1,603,817.48		TO THE CONTRACT OF THE CONTRAC			2017-008-0-1

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	РСТ
Fund: 020 Uninc Emergency Services Protect 107 Ems & Fire Services	1,403,817.48	11,769.05	18,105.67	56,167.48	1,329,544.33	95
199 Emerg. Serv. Volunteers	200,000.00	0.00	0.00	0.00	200,000.00	100
020 Uninc Emergency Services Protection Srf	1,603,817.48	11,769.05	18,105.67	56,167.48	1,529,544.33	95

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,857,268.00	13,731.71	157,237.49	0.00	1,700,030.51	92
090 County Debt Service Fund	1,857,268.00	13,731.71	157,237.49	0.00	1,700,030.51	92

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund	de pelotes.					
854 2020 Go Refunding Bond	856,833.00	0.00	0.00	0.00	856,833.00	100
858 2016B Go Bond	401,010.00	0.00	0.00	0.00	401,010.00	100
862 2014 Ssrb Refunding Bond	319,907.00	1,955.66	1,955.66	0.00	317,951.34	99
893 2019 Go Bond Keowee Fire	58,378.00	0.00	0.00	0.00	58,378.00	100
896 2013 Go Bond -Echo Hills	221,140.00	0.00	0.00	0.00	221,140.00	100
090 County Debt Service Fund	1,857,268.00	1,955.66	1,955.66	0.00	1,855,312.34	100

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	РСТ
54,000.00	0.00	5,296.19	0.00	48,703.81	90
40,000.00	0.00	0.00	0.00	40,000.00	100
94,000.00	0.00	5,296.19	0.00	88,703.81	94
	54,000.00 40,000.00	54,000.00 0.00 40,000.00 0.00	54,000.00 0.00 5,296.19 40,000.00 0.00 0.00	54,000.00 0.00 5,296.19 0.00 40,000.00 0.00 0.00 0.00	Sudgeted         Current         Year 10 Date         Encumbrance         Balance           54,000.00         0.00         5,296.19         0.00         48,703.81           40,000.00         0.00         0.00         0.00         40,000.00

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf	THE WAR					
114 Sheriff'S Victims Assist.	123,336.00	10,360.42	20,680.24	0.00	102,655.76	83
210 Sheriff'S Victims Assistance Srf	123,336.00	10,360.42	20,680.24	0.00	102,655.76	83

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	24,000.00	0.00	649.02	0.00	23,350.98	97
090 Other Financing Sources	45,000.00	0.00	0.00	0.00	45,000.00	100
215 Solicitor'S Victims Assistance Srf	69,000.00	0.00	649.02	0.00	68,350.98	99

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
512 Solicitor'S Victims Asst	77,532.00	6,063.84	11,859.45	0.00	65,672.55	85
215 Solicitor'S Victims Assistance Srf	77,532.00	6,063.84	11,859.45	0.00	65,672.55	85

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. F	und					
080 Local Revenue	444,644.25	11,455.54	11,455.54	0.00	433,188.71	97
081 State Revenue	270,000.00	42,005.27	42,005.27	0.00	227,994.73	84
225 911 Communications Spec. Rev. Fund	714,644.25	53,460.81	53,460.81	0.00	661,183.44	93

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	РСТ
Fund: 225 911 Communications Spec. Rev.	Fund					
104 Communications	1,208,644.25	234,600.91	347,179.09	230,511.89	630,953.27	52
225 911 Communications Spec. Rev. Fund	1,208,644.25	234,600.91	347,179.09	230,511.89	630,953.27	52

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,825,000.00	18,720.78	48,323.98	0.00	1,776,676.02	97
250 Tri-County Technical College Srf	1,825,000.00	18,720.78	48,323.98	0.00	1,776,676.02	97

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
876 Tri-County Tech Operation	1,626,600.00	0.00	0.00	0.00	1,626,600.00	100
250 Tri-County Technical College Srf	1,626,600.00	0.00	0.00	0.00	1,626,600.00	100

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	4,980,897.32	12,565.05	33,304.88	0.00	4,947,592.44	99
082 Federal Revenue	220,000.00	0.00	0.00	0.00	220,000.00	100
260 Road Maintenance Tax Srf	5,200,897.32	12,565.05	33,304.88	0.00	5,167,592.44	99

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	6,245,897.32	30,373.76	52,365.52	4,368,280.76	1,825,251.04	29
260 Road Maintenance Tax Srf	6,245,897.32	30,373.76	52,365.52	4,368,280.76	1,825,251.04	29

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	РСТ
Fund: 315 Economic Development Cap. Pro	i. Fund					
080 Local Revenue	1,236,212.68	15,101.27	358,142.71	0.00	878,069.97	71
315 Economic Development Cap. Proj. Fund	1,236,212.68	15,101.27	358,142.71	0.00	878,069.97	71

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	РСТ
Fund: 315 Economic Development Cap. Proj	. Fund					
202 Parks, Recreation, & Tour	3,412.55	0.00	0.00	3,412.55	0.00	0
707 Economic Development	1,232,800.13	745.58	5,759.58	3,079.00	1,223,961.55	99
315 Economic Development Cap. Proj. Fund	1,236,212.68	745.58	5,759.58	6,491.55	1,223,961.55	99

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	621,655.91	5,975.60	15,844.18	0.00	605,811.73	97
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	5.975.60	15.844.18	0.00	605,811,73	97

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fu	nd					
601 Road Department	621,655,91	3,570.37	14,119.82	31,655.91	575,880.18	93
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	3,570.37	14,119.82	31,655.91	575,880.18	93

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
080 Local Revenue	413,138.28	11,697.70	31,013.45	0.00	382,124.83	92
090 Other Financing Sources	125,000.00	0.00	0.00	0.00	125,000.00	100
325 Capital Equipment & Vehicle Cpf	538,138.28	11,697.70	31,013.45	0.00	507,124.83	94

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023 Ideal Remaining Percent: 83 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf	NAME OF TAXABLE PARTY.					
101 Sheriff	438,387.40	16,254.20	16,254.20	716,751.20	-294,618.00	-67
103 Coroner	39,703.00	0.00	0.00	39,703.00	0.00	0
202 Parks, Recreation, & Tour	47,618.00	47,618.00	47,618.00	0.00	0.00	0
301 Assessor	26,036.00	0.00	26,036.00	0.00	0.00	0
601 Road Department	52,165.32	0.00	0.00	52,165.32	0.00	C
714 Facilities Maintenance	69,552.00	30,277.00	30,277.00	39,275.00	0.00	0
717 Administrator'S Office	1,300,000.00	0.00	0.00	0.00	1,300,000.00	100
718 Solid Waste Department	0.00	0.00	0.00	313,701.28	-313,701.28	C
721 Vehicle Maintenance	88,400.00	0.00	88,400.00	0.00	0.00	0
325 Capital Equipment & Vehicle Cpf	2,061,861.72	94,149,20	208,585.20	1,161,595.80	691,680.72	34

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
080 Local Revenue	1,881,154.86	0.00	0.00	0.00	1,881,154.86	100
330 Parks, Recreation & Tourism Cpf	1,881,154.86	0.00	0.00	0.00	1,881,154.86	100

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 08/31/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	770,000.00	0.00	0.00	13,500.00	756,500.00	98
204 South Cove Park	3,617.50	0.00	0.00	3,617.50	0.00	0
214 Seneca Creek	1,107,537.36	82,213.00	82,213.00	2,551,905.93	-1,526,581.57	-138
330 Parks, Recreation & Tourism Cpf	1,881,154.86	82,213.00	82,213.00	2,569,023.43	-770,081.57	-41

## Oconee County, South Carolina 2022-2023 Approved Millage Rates

	Incorporated Mills	Unincorporated Mills
County		
County Operations	60.9	60.9
Emergency Operations	N/A	2.9
Economic Development	1.1	1.1
Bridges/Culverts	1.0	1.0
Road Maintenance	2.1	2.1
Capital Veh & Equip Fund	2.0	2.0
Parks, Rec & Tourism	1.3	1.3
Tri County Operations	3.0	3.0
m county operations		
County Bonds	2.0	2.0
Total County	73.4	76.3
•		
School		
School Operations	111.6	111.6
School Bonds	30.0	30.0
Total School	141.6	141.6
Grand Total County Mills	215.0	217.9
•		
Proposed by:		Approved by County Council:
00110		O O O CON A
XIXX	_	John a. Ellert
Christy W. Hubbard		John Elliott
Oconee County Auditor		Óconee County Council Chair

9/20/2022

9/20/2022



1442 W. Main St. P.O. Box 129 West Union, S.C. 29696

Phone#864-638-9978

Fax#864-638-6593

September 20, 2022 Christy Hubbard Oconee County

Christy Hubbard,

The West Union town council voted on Tuesday September 20, 2022, not to increase West Union's millage rate for the year 2022/2023. The millage rate will remain at 51.8, should you have any questions or need more information please give us a call.

Sincerely,

Linda Oliver, Mayor Town of West Union

## Town of Salem

5A Park Ave. Salem SC 29676 Phone 864-944-2819 Fax 864-944-7795 www.salemsc.us Mayor: Lynn Towe
Council: Kevin Talley – Mayor Pro Tem
Russell Patterson
Ludy Hines

Judy Hines James Barker

July 01, 2022

Ms. Christy Hubbard Oconee County Auditor 415 South Pine Street Walhalla, SC 29691

Dear Ms. Hubbard,

It is the intention of the Town of Salem to set our 2022/2023 millage rate on property taxes at 37.00 Thank you for all your help and please feel free to contact us if you have any questions.

Thank You,

Marti Jennings Town Clerk Town of Salem 864-944-2819



#### CITY OF SENECA

P.O. Box 4773 221 East North First Street Seneca, South Carolina 29679 (864)885-2700 / Fax: (864)885-2701 www.Seneca.SC.US

Mayor Daniel Alexander

Mayor Pro Tem Ronnie O'Kelley

Council Members
Scott Durham
Al Gaines
WC Honeycutt Jr.
Dana Moore
Lekesha Benson
Denise Rozman
Joel Ward

September 9, 2022

Oconee County Auditor c/o Christy Hubbard 415 S Pine St Walhalla, SC 29691

Dear Christy,

The City of Seneca Council approved the millage rate remaining the same for the fiscal year July 1, 2022 to June 30, 2023. It will remain 62.7 mills. This was approved during our June 14, 2022 council meeting by unanimous vote. Please use this millage to process tax notices for property inside the corporate limits of the City of Seneca.

Sincerely,

Kathy Wilkes

Municipal Clerk City of Seneca

#### CITY OF WALHALLA

#### "MAIN STREET to the MOUNTAINS"

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem

Ms. Sarai Melendez, Councilwoman

Mr. Keith Pace, Councilman

Mr. Tyler Jordan, Councilman

Mr. Grant Keehn, Councilman Mr. David Underwood, Councilman Mr. Michael Kozlarek, City Attorney Mr. Timothy B. Burton, City Administrator

July 16, 2021

Mrs. Christy Hubbard-via email only
Auditor
Oconee County
415 S. Pine Street
Walhalla, SC 29691
<a href="mailto:chubbard@oconeesc.com">chubbard@oconeesc.com</a>

RE: FY 23 Millage

Dear Mrs. Hubbard,

The millage rate for the City of Walhalla will remain the same at 84 mills for fiscal year 2023. The budget was adopted by ordinance on June 21, 2022. It is attached to this correspondence.

Please let me know if you need anything else.

Sincerely,

Timothy B. Burton City Administrator

**Enclosures** 

MAIN STREET TO THE MOUNTAINS



### Gateway to the Mountain Lakes Region

September 12, 2022 Christy W. Hubbard Oconee County Auditor415 Pine Street Walhalla, SC 29691

RE: NOTIFICATION OF FY 2023 MILLAGE

Dear Ms. Hubbard:

The City Council of Westminster passed a budget ordinance on June 16, 2022, which contained the following millage levy for the current 2021-2022 fiscal year. The ordinancecontained the following sect ion:

**SECTION 5**: There Is hereby levied a tax of 99.3 mils on all real and personal properties within the City of Westminster as of July 1<sup>st</sup>, 2022. This rate is based on an estimated total valuation of property for the purpose of taxation of \$6,294,394 and estimated collection rate of 97%.

As you can see, the rate remains unchanged from the current year.

Sincerely,

Kevin Bronson