## STATE OF SOUTH CAROLINA COUNTY OF OCONEE PROCLAMATION 2022-17

# A PROCLAMATION RECOGNIZING OCTOBER 2022 AS BREAST CANCER AWARENESS MONTH

**WHEREAS**, October is National Breast Cancer Awareness Month, which is an annual campaign to increase awareness of breast cancer and encourage annual mammography screenings; and

**WHEREAS**, those recognizing National Breast Cancer Awareness Month remain dedicated to increasing public knowledge about the importance of early detection of breast cancer and its treatment; and

**WHEREAS**, the National Cancer Institute estimates that in the United States more than 287,500 new cases of breast cancer in females will be diagnosed in 2022; and

**WHEREAS**, one in eight women in the United States will develop breast cancer in her lifetime; and

**WHEREAS**, when breast cancer is detected early and is in the localized stage, the five-year survival rate for women is 99%; and

**WHEREAS**, there are many organizations that continue working to find better ways to prevent, detect, and treat breast cancer, and to improve the quality of life of patients and survivors; and

**WHEREAS**, it is important to celebrate breast cancer survivors and to remember those lost to this disease.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize October 2022 as Breast Cancer Awareness Month and encourage all citizens to increase their awareness of breast cancer, the importance of early detection, and the advancements in breast cancer treatment.

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of October 2022.

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

## 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-OFWAYS; 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 County Council John Elliott Chair, Oconee County Council

First Reading: September 20, 2022
Second Reading: October 04, 2022
Third Reading: October 18, 2022
Public Hearing: October 18, 2022

## 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.

- 4. <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.
- 5. <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 meeting, duly asser	mbled, this of, 2022.
ATTEST:	
Jennifer C. Adams	John Elliott
Clerk to Oconee County Council	Chair, Oconee County Council

First Reading: September 20, 2022
Second Reading: October 04, 2022
Third Reading: October 18, 2022
Public Hearing: October 18, 2022

# EXHIBIT A (See attached)

# EXHIBIT B (See attached)

### **EXHIBIT A** Hangar E 3 0 4 3 0 7 0 3 (19) **(1)** 13 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-4670004E SDUTH EIDEVALL ELL VATION SERVICE OF THE PERSON 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

## STATE OF SOUTH CAROLINA COUNTY OF OCONEE ORDINANCE 2022-27

AN ORDINANCE TO AMEND AND SUPPLEMENT **ORDINANCE 2022-01** (AS SUPPLEMENTED BY ORDINANCE 2022-19), WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE **FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023**, IN ORDER TO EFFECT A SUPPLEMENTAL APPROPRIATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council ("Council"), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2022 and ending June 30, 2023 through the adoption and enactment of Oconee County Ordinance 2022-01, as supplemented by Ordinance 2022-19 (collectively referred to herein as "2022-01" for ease of reference); and

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

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

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

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

1) Provide for an increase of \$1,108,000 to the Rock Quarry Enterprise Fund. This increase is due to high demand and volume.

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

Rock Quarry Enterprise Fund Revenues Sales	\$ 1,108,000
Dook Overry Enterprise Fund Evnanditures	
Rock Quarry Enterprise Fund Expenditures	
Rock Quarry –	
Equipment Maintenance	\$ 515,320
Blasting	\$ 252,000
Capital Equipment	\$ 202,680
Diesel	\$ 88,000
Contingency	\$ 50,000

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

Revenues:	\$ 7,405,000
Expenses:	\$ 7,405,000

As amended hereby the new budget will be:

### Rock Quarry Enterprise Fund

Re	venues:	\$ 8,513,000
Ex	penses:	\$ 8,513,000

#### **SECTION IV:**

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

Adopted in meeting	g duly assembled this	_ day of December, 2022.
		OCONEE COUNTY, SOUTH CAROLINA
		John Elliot
ATTEST		Chairman, Oconee County Council
Jennifer C. Adams		
Clerk to County Co	ouncil	
First Reading:	October 18, 2022	
Public Hearing:	November 15, 2022	
Second Reading:	November 15, 2022	
Public Hearing:	December 6, 2022	
Third Reading:	December 6, 2022	



# Oconee County Quarry



# Thomas Moxley Quarry Manager

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

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

E-mail: <a href="mailto:tmoxley@oconeesc.com">tmoxley@oconeesc.com</a>

Date: October 10, 2022

To: Ms. Amanda Brock, County Administrator

Oconee County 415 S. Pine Street Walhalla, SC 29691

From: Thomas Moxley

Subject: Budget Revision for Fiscal 2022-2023

Ms. Brock,

As we were planning the budget for the current fiscal year, we were anticipating \$7.5 million in sales. On our current trajectory, we will outpace our original expectation by 19.5%, with a new sales target of \$8.96 million.

Due to the higher sales, we have experienced a corresponding increase in the consumption of nearly all parts and services necessary for continued operations. We have also experienced a very high level of volatility concerning the procurement and pricing of parts and services.

Please see below for a list of the monetary needs:

	Increase
Equipment Maintenance	515,320.00
Blasting	252,000.00
Capital Equipment	202,680.00
Diesel	88,000.00
Contingency	50,000.00
	1,108,000.00

Please see below for an explanation of the additional monetary needs for each individual line item:

**Maintenance on Equipment:** The increase necessary in this line item is due to several factors:

- 1. We have experienced large price increases in most all parts and all raw materials (such as steel, oils, grease, and gases).
- 2. We have also experienced large year-over-year increases in shipping costs for incoming parts, and lead times have increased to the point of us having to hold additional inventory in order to guarantee uninterrupted operation in the event of failures.





# Oconee County Quarry



# Thomas Moxley Quarry Manager

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Another issue is that many of the belts are showing signs of fatigue and will need to be changed during the current budget year. These belts range in price from \$4,000 to \$25,000 each.

**Blasting:** There has been a 32% year-over-year increase in blasting from this point of fiscal 2021-2022 to 2022-2023. This is the first step in the production process, and as such, is **directly correlated to the increase in sales.** 

Capital Equipment: During the planning stages of the budget for the current fiscal year, we planned for a full life rebuild of our 2007 Komatsu Haul Truck and also our 2012 Komatsu WA600. A new Komatsu Haul Truck is \$825,000, and we were able to have a full life rebuild of our 2007 Komatsu Truck for \$307,683.32. This rebuild will provide a similar lifespan as a new truck. A new Komatsu WA600 would cost \$930,000.00.

The half-life rebuild of the Komatsu WA600 Pit Loader will cost \$363,907.04, and will provide a similar lifespan to a new equivalent pit loader. While we are getting a great deal on the two rebuilds, both rebuilds are higher than the initial budgetary figures that we were given. Originally, we were told that the full life rebuild of the 2007 Komatsu Haul Truck would cost roughly \$200,000, and the 2012 Komatsu WA600 half-life rebuild would cost roughly \$250,000.

MSHA also heavily encouraged us to come up with a better solution for providing fall protection for our employees during maintenance activities. The solution was to purchase a 4x4 boom lift specially designed to hoist personnel in an industrial environment. The boom lift cost \$45,551.68, and was not originally budgeted for.

**Diesel:** Due to higher sales, increased blasting and increase in Diesel Cost an additional \$88,000.00 is needed.

**Contingency:** This is requested to cover any unforeseen items during the reaming FY. Any unexpended funds will convert to fund balance at the end of the fiscal year.

If we are to keep up with current sales and production demands, safely while maintaining equipment, we must increase our budget.

Thank you for your consideration,

Thom Moxley



## **DAVIS & FLOYD**

**SINCE 1954** 

OJRSA I-85 Corridor Sewer Expansion Cost Opinion Summary - 100% Design		
Item		Total Price
Phase I-A Construction Cost Subtotal	\$	2,289,157.00
Phase I-B Construction Cost Subtotal	\$	1,521,476.00
Phase II Construction Cost Subtotal	\$	2,670,822.00
		,,
Subtotal Construction Cost	\$	6,481,455.00
Construction Contingencies (10%)	\$	648,150.00
		·
Total Construction Cost	\$	7,129,605.00
Engineering, Bidding and Construction Phase Services		
Engineering & Design - Under Contract to D&F		
Agreement for Preliminary Engineering Services	\$	180,000.00
(includes Cultural Resources, Wetlands work, Geotech work)	Ψ	100,000.00
(Indiades Canara, resources, Wellands Work, Costeon Work)		
Final Design & Permitting		
(includes Const. documents, estimate, permitting apps and submit)	\$	255,000.00
(minutes of the decembers, commune, permitting appearing seasons)	*	200,000.00
DesignAmendment No. 1	\$	23,560.00
Design Amendment No. 2	\$	14,460.00
_ 00.00	<u>*</u>	,
Total Authorized to Date	\$	473,020.00
Bidding & Construction Phase Services		
Bidding Services with pre-bid and Tour of Project Sites	\$	28,250.00
Construction Contract Administration Services	\$	165,950.00
Construction Inspection - Full Time -44 WeeksCost Plus with Limit	\$	262,600.00
Additional Design Services - Access Easement Assistance	\$	5,800.00
Additional Design Services - Permanent Stream Crossings for OJRSA Maintenance	\$	12,300.00
Total for Bidding, Construction Administration, Construction Inspection & Additional Services	\$	474,900.00
Total Engineering, Bidding and Construction Phase Services	\$	947,920.00
Total Project Budget Opinon (Construction, Contingency & Professional Services)	\$	8,077,525.00
Grant Award Amounts (EDA-3,700,000 and SCRIA-935,566)	\$	4,635,566.00
Current County Commitment	\$	1,500,000.00
Total Commitments (Grant and County) to Date	\$	6,135,566.00

**Additional Potential Commitment from County** 

D&F Project No.: 045004.01 Date: 10/12/2022

1,941,959.00

# AGENDA ITEM SUMMARY OCONEE COUNTY, SC

COUNCIL MEETING DATE: 6 PM October 18, 2022

#### **ITEM TITLE:**

Council consideration and approval to authorize the County Administrator to waive Oconee County Encroachment Permit fees in the amount of \$1,426.50 for the City of Westminster to assist the City in its municipal water system upgrades.

#### **BACKGROUND DESCRIPTION:**

The USDA-RD approved \$8,705,000 to the City of Westminster for the upgrades to existing lines to include 33,200 linear feet (LF), 10", 42,200 LF 8", and 10,800 LF 6", throughout the City's water distribution system. A 40,000-gallon ground storage tank will be replaced with a 250,000-gallon ground tank. These improvements will increase access to City water, improve water flow to areas with low water flow, loop water lines which will increase water delivery reliability, replace lines that have maintenance issues, add a new water tank to provide better water pressure, along with other benefits to the customers.

The City is currently performing due diligence as to begin the project as soon as possible. The city's consulting engineer, the Rosier Group, worked with Oconee County Roads and Bridges department to ensure correctness.

The fees for the three permits are \$665.00, \$557.50, and \$207.00 totaling **\$1,426.50**. The waiver of these fees serves and benefits the impacted residents of Oconee County.

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

None.

### **FINANCIAL IMPACT [Brief Statement]:**

None.

Approved by: N/A

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

Are Matching Funds Available:

If yes, who is matching and how much:

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

#### **ATTACHMENTS**

Three (3) encroachment permit applications to the Oconee County Roads and Bridges department

### **STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council authorize the County Administrator to waive Oconee County Encroachment Permit fees in the amount of \$1,426.50 for the City of Westminster to assist the City in its municipal water system upgrades.

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



## OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT 15022 WELLS HIGHWAY SENECA SC 29678

SENECA SC 2967 864-886-1072

307-000-1012	i i	
ENCROACHMENT PERMIT APPLICATION	PERMIT#	
	EXP. DATE:	

TMS#

Home Owner		Contractor		PUPS	#			<u>-</u>			
D/W Installation R	equested	Ell Usility			Locate calls are required by law, call 1-888-721-7877 at least 3 business days before any type of excavation.						
Applicant Name									<u>``</u> .		
Company Name	City of We	estminster	r	Contrac	tors License#			-			
Address: P.O.	. Box 399	City	Westminster	Zip	29696		Phone	864-647-3	3232		
PROPERTY OWNE	ER Name										
Address		City		Zip T	-		Phone				
Work Location Ad	dress of Work Site	Dales D	rive & Phillip Lear	Roa	ad		ROAD N	IUMBER: TU-1	59 & 146		
Nearest Intersecting	g Road: Dr. J	lohns Roa	ad (S-37-20)						<u>,                                     </u>		
	WORK TO BE DON		shoulder of TU-146 & TU-159.	SQ.FT	OF PAVEMENT	сит 🖵	_x_	LF.			
Beginning at intersection	o with Or, Johns Road S All in accordance with the	-37-20) and continuing	in a westerly direction for a distance of	LINEAR	R FT OF NEW INS	TALLATION=	6.0	50			
ESTIMATED STAR	T DATE: Mar	ch 1, 2023		ESTIMA	ATED FINISH DA	TE: Augi	ust 1,	2023			
El Notify the Con	unty Road Office (8	864) 886-1072 at l	es to the approved permit, least 48 hours before work beging the work site at all times.	ins			ī	BOND:	65.00		
■ Notify County	inspector upon co	mpletion of activit	y for final inspection					DATE:			
the said applicant "s; 2. Description of locality of persons of locality of persons.  3. The sinder's gned apwint the sketch attache Construction" (made a within the CR&B's Peroperty, including the sustained by reason of 4. Attach copy of licens. If applicable, attach APPLICANT S	res of Statues of the Code purpose to conduct or institute (institute that the status is to the roadway centering) can thereby requests the thereby requests the thereby requests the part hereby the carbonal transport of the past, present, or fautuss insurance and bond in document to verify authority of the past, present, or fautuss insurance and bond to document to verify authority of the past, present, or fautuss in surance and bond in document to verify authority of the past, present, or fautuss in surance and bond in document to verify authority of the past in the proposed of the purposed o	tall and exaintain a publishing roadway features inter and the nearest sider and the nearest sider he of CR&B to formally inhered. The applicant at a) on file in the OCR&B, with the early further agree used by the construction or authorized to provide a pendice and under the occasional and under the occasional and under the occasional and under authorized to performed in coloractions and the occasional and under a performed in coloraction.		within the li, sidewark it, sidewark it, sidewark it, y companie in nance of the SCDOT hereof and ssigns to as g, of the ph CERTIF ents of the appliit y recorded.	imits of a roadway right and gutter to a size required to subort in work described here. "s "A Policy for a special provisions beliature any and all liability scient appuritenances."  FICATION  nis permit.  calions. ed covenants.	i-of-way, along or cation, significant it brief (3) sate on, it is expressly or Accommodating on or attached he by this OCR&B mountemplated her	over the Co drainage st plans or of understood Utilities on irreto during sight otherwi- ein and agre	unity roadways, incotive, north arrow, nght- amings. that the work if and when of thighways Rights-or-Way' a the installation, operation at as have in connection with eas to indemnify the OCR8.	described herein. of-every width, and location of constructed, shall be installed obstructed, shall be installed of Standard Specifications in nd natinterrance of said work accidents or injuries to person 8 for any liability incurred or i	in accordance or Highway or utility facilities as or damage to	
	PERTY OWNER Or AUTHORIZED		ATURE:					DATE			

### OCONEE COUNTY ROADS AND BRIDGES

### **ENCROACHMENT PERMIT APPLICATION**

FEES	Permit fees (non-refundable )			Bonds (if required)		Permit Conditions
B	Residential / Commercial	\$60.00		Road Cut	8	Traffic Control (see 3 on back)
B	D/W Installation Requested	2.5 x Materials		Pavement Cut Permit		
В	Pavement Cut Fee- Contractor Only	\$250.00 +\$10.00 /sf		Fee x 10 =	8	Commercial / Utility (must provide 3 sets of Engineering Drawings)
8	Permit Extension	\$10.00				
8	Re-Inspection Fee	\$60.00	Ð	New Installation	Ð	Residential (drawing or sketch)
0	Longitudinal work in ROW	\$60.00 +\$0.10 / 11		Longitudinal Permit	16	\$60.00 ,050 x 0.10) \$605.00
fi fi	Bore Beneath Pavement	\$60.00 <b>+\$</b> 0.10 / W		Fee x 50 =	(0	\$665.00

	OCONEE COUNTY Roads and Bridges Department Ap proval our request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below hed hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to Date:									
SPECIAL PROVISIONS:										
Permit Specialist Re	view and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.									
Approval Signature:	Date:									
Manager/ Engineer:	Date:									

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection			
Pre-Construction Inspection			
In-Progress Inspection	<u>                                     </u>		
Final Inspection		<u> </u>	
Additional Inspections			

#### **ENCROACHMENT PERMIT APPLICATION**

#### **GENERAL PROVISIONS**

- 1. NOTICE PRIOR TO STARTING WORK. Before starting the work within the limits of the roadway right-of-way, the Oconee County Roads and Bridges Department shall be notified 48 hours in advance so that we may be present while the work is underway and this permit is subject to further restrictions.
- 2. PERMIT SUBJECT TO INSPECTION. This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the County or law enforcement officer.
- 3. PROTECTION OF ROADWAY TRAFFIC: Adequate provisions shall be made for the protection of the roadway traffic at all times. Necessary detours, barricades, warning signs and flagmen shall be provided by and at the expense of the Permittee and shall be in accordance with the MUTCD, Latest Edition. No road will be blocked except for emergency situations. No county road closure shall be made without Oconee County Roads and Bridges Department approval and proper community notification. The work shall be planned and carried out so that there will be the least possible inconvenience to the roadway traffic. The Permittee agrees to observe all rules and regulations of the SCDOT and Oconee County while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
- 4. STANDARDS OF CONSTRUCTION: All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining the proper drainage of the readway. All work shall be subject to the supervision and satisfaction of the Oconee County Roads and Bridges Department.
- 5. FUTURE MOVING OF PHYSICAL APPURTENANCES: If, in the opinion of the Oconee County Roads and Bridges Department, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or removing shall be done on reasonable demand of the Roads and Bridges Department at the expense of the Permittee.

  §. RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES. If, and when, the physical appurtenances contemplated herein shall be moved.
- 6. RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES. If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Roads and Bridges Department or at the option of the Permittee, the roadway and facilities shall immediately be restored to their original condition at the excesse of the Permittee
- 7. COSTS. All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
- 8, Definitions of important terms are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.
- 9. PERMISSION OF ABUTTING PROPERTY OWNERS: It is a fact that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights necessary from said abutting property owners.
- 10. WORK PERFORMANCE:
  - (a) Utility Poles shall be placed at the distance from the centerline of the roadway as specifically stipulated herein and in the permit.
  - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telephone and Telephone and Telephone and Telephone and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and effective as of date of this permit.

    (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet on either side shall be continuous without joints.
  - (d) No pavement shall be cut unless specifically authorized herein.
  - (e) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) linear feet of open trench before backfill operations must begin.
  - (f) Underground facilities will be at minimum depths as defined in the Utility Accommodations Manual for the transmittant;, as follows:
  - (1) Bury under pavement 4 feet minimum for hazardous or dangerous transmittant- 3 feet minimum for other lines.
  - (2) Bury under other surfaces 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation if adequate protection is provided.
  - (g) Work shall be performed in accordance with the SCDOT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way", and "Standard Specifications for Highway Construction".
- 11. The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for installation.
- 12. Permittee is responsible for maintaining reasonable access to private driveways during construction.
- 13. If a driveway apron adjoining a county road is cut or damaged during the process of installing ublities, it is the responsibility of the Permittee to replace such entire aproit.
- 14. There shall be no excavation of soil nearer than two feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of the Roads and Bridges Department after an opportunity to be heard is given the owner of such line or appurtenant facility.
- 15. LICENSED CONTRACTOR REQUIRED; Licensed and bonded contractors/subcontractors or utility companies shall be required to perform all work within the county right-of-way unless explicitly waived by the Roads and Bridges Department.
- 16. BONDING OF WORK If a bond is required, a surety bond, cash bond or Irrevocable Letter of Credit from an accredited lending institution must be posted prior to issuance of the permit and will be held for a period of 18 months after all repairs have been completed. The cash\bond is refundable after such 18 months waiting period, upon a final inspection to ensure work is completed to the satisfaction of the county.
- 17. Oconee County Roads and Bridges Department may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provision, requirements and regulations as herein set forth.
- 18. Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.
- 19. In accepting this permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be at the sole expense of the Permittee.
- 20. LIABILITY: Applicant/ Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment permit, whether due to negligence, fault or default of Applicant/ Permittee or not. Such liability of Applicant/ Permittee under this encroachment permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineers or the chief engineer to direct the Applicant/ Permittee in case of any such linking to person or damage to properly.
- 21. INDEMNTY AGAINST LIABILITY. Applicant/ Permittee shall indemnify Oconee County in that the act was caused through negligence or omission of the Applicant/ Permittee or Applicant/ Permittee is employees of the subcontractor or subcontractor. "Is employees, if any, and the Applicant/Permittee shall, at Applicant/Permittee." Is own expense, appear, defend, and pay all charges of altomeys and all costs and other expenses arising from or incurred in connection with that activity, and if any judgment shall be rendered against Oconee County in any such action, the Applicant/ Permittee shall, at Applicant/ Permittee is and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Applicant/Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Oconee County as here provided. Insurance coverage specified herein constitutes the minimum requirements and requirements shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall in no way lessen limit the liability of Applicant/ Permittee.
- 22. REVOCATION: Oconee County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted. The County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted.
- 23. Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Permit Policy that is included in Oconee County Code of Ordinances:

1112

Initials of Applicant

Print Form

Submit by Email

22



## OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT 15022 WELLS HIGHWAY SENECA SC 29678

864-886-1072

TMS#	
PERMIT#	
EXP. DATE:	

### **ENCROACHMENT PERMIT APPLICATION**

Home Owne	ır	Cor	rtractor		PUPS	*			· -	
DW Installa	tion Requested	HUNI	ty		Locate excaval		by law, call 1-8	88-721-7	877 at lead	st3 business days before any type of
Applicant N	ame	<u>,</u>	·	· · · · · · · · · · · · · · · · · · ·						
Company Nar	Tie City o	of Westmir	nster		Contrac	tors License#				
Address: P	O. Box	399	Cily	Westminster	Zip	29696		Phone	864-	-647-3232
PROPERTY	OWNER Name									
Address	<del>-</del>	-	City		Zip			Phone		<u> </u>
Work Location	n Address of Wo		y Lin	e Road & Thorn	burg	Road		ROAD N	UMBER:	TU-34 & 67
Nearest Inters	secting Road:	Pickens R	oad	(TU-63)						
	N OF WORK TO		sautharusa	astern shoulder of TU-34 & TU-67.	SQ. FT	OF PAVEMENT	CUT	х	=_	
Beginning at inte	section with Pichans	Road (TU-63) and cont ince with the altached pl	muing in a l	southerly direction for a distance of	LINEAR	R FT OF NEW IN	STALLATION=	5,1	75	
ESTIMATED	START DATE:	March 1, 2	2023		ESTIMA	ATED FINISH DA	TE: Augu	ıst 1,	2023	
	(Applicant becomes Permittee upon permit approval)  B Notify the County inspector if there are any changes to the approved permit.  PERMIT FEE: \$577.50  I Notify the County Road Office (864) 886-1072 at least 48 hours before work begins.									
■ Keepa	copy of this perm	nit and approved p	lans at t	he work site at all times,						ND:
■ Notify C	ounty inspector	upon completion o	f activity	for final inspection.					DA	TE:
1. Persuant to githe said applica. 2. Oescription of ubbit year in the stratch. 3. The undersigned with the stratch of corporty includes sustained by real. 4. Affach copy. 5. If applicable.	int "s purpose to con- of focation (Attach isk respect to the roadwa ined applicant hereby attached hereto and it imade a part hereof by k&& 's Right-of-Way. That fing the roadway, that asson of the past, pres- of license insurance	duct or install and maints stoth inclusting readers ye catterine and the nex requests the OCR&B to made part hereof. The ay reference on file in the ine applicard thereby furt may be caused by the c ent. or future existence and bond to verify capat renity authors as agent.	en a public features su rest interse formally was opticant agin OCR&B, a ther agrees, construction of said appli	service utility line, as described herein, och as pavement width, shoulder width storing road on the County system. I Utility a ne objections to construction or mainte sees to comply with and be bound by the ind all general provisions on the reverse and binds his heirs, successors, and as in maintenance, use; moving or removin untenances.	within the fi i, sidewalk i y companie nance of the SCDOT heroof and ssigns to as	mits of a roadway rigi and curb and guiter li s are required to subre work described here "s "A Policy fi special provisions be sume any and all lieb	ht-ol-way, along or a scation, significant in this three (3) sets of ein. It is expressly wor Accommodating I slow or attached her lifty this OCRAB mi	over the Co drainage sli ptans or dra nderstood t Utilisies on I eto during t ght observis	unty roachway ructure, morth owings, hat the work, lighways Rig he installation or have in co-	TY ROADS AND BRIDGES DEPARTMENT, OCRAB of yor roadways, described herein, in arrow, right-of-way width, and location of the proposed if and where constructed, shall be installed in accordance inte-of-Way" and "Standard Specifications for Highway in, operation and maintenance of said work or utility facilities in rection with accidents or injuries to persons, or damage to affect the OCRAB for any liability incurred or vigury or damage.
	PROPERT I Certify to to 1. The appl 2. The appl 3. The prop	Y OWNER OR PU the best of my kno icant is capable ar- icant is authorized osed encroachme k is to be performe	wledge, nd under I to perio int is not	ILITY AUTHORIZED AGENT information and belief that: stands the terms and agreem in the work as requested on to contrary or conflicting with an option with all other applicable.	ents of th the appli- y records	us permit cation, ed covenants.	ical laws and re	egulation	s, as well	as the provisions of this permit.
'		ORIZED AGENT	SIGNA	TURE						DATE:

#### OCONEE COUNTY ROADS AND BRIDGES

#### **ENCROACHMENT PERMIT APPLICATION**

FEES	Permit fees (non-refundable )			Bonds (if required)		Permit Conditions
8	Residential / Commercial \$60.00		Ð	Road Cut		Traffic Control (see 3 on back)
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8	Pavement Cut Fee- Contractor Only	\$250.00 +\$10.00 /sf		Fee x 10 =	H	Commercial / Utility (must provide 3 sets of Engineering Drawings)
6	Permit Extension	\$10.00				
6	Re-Inspection Fee	\$60.00	a	New Installation	8	Residential (drawing or sketch)
8	Longitudinal work in ROW	\$60.00 +\$0.10 / If		Longitudinal Permit	(5.	\$60.00 3517.50 (175 x 0.10)
B	Bore Beneath Pavement	\$60.00 +\$0.10 / If		Fee x 50 =		\$577.50

	OCONEE COUNTY Roads and Bridges Department Ap proval In compliance with your request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:  Date:									
5	SPECIAL PROVISIONS:									
ŀ	Permit Specialist Re	view and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.								
	Approval Signature: Date:									
	Manager/ Engineer:	Date:								

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection			
Pre-Construction Inspection			
in-Progress Inspection			
Final Inspection			
Additional Inspections			

Revised 06-04-2013

#### OCONEE COUNTY ROADS AND BRIDGES

#### GENERAL PROVISIONS

- 1, NOTICE PRIOR TO STARTING WORK: Before starting the work within the limits of the roadway right-of-way, the Oconee County Roads and Bridges Department shall be notified 48 hours in advance so that we may be present while the work is underway and this permit is subject to further restrictions.
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- 3. PROTECTION OF ROADWAY TRAFFIC: Adequate provisions shall be made for the protection of the roadway traffic at all times. Necessary detours, barricades, warning signs and flagmen shall be provided by and at the expense of the Permittee and shall be in accordance with the MUTCD, Latest Edition. No road will be blocked except for emergency situations. No county road closure shall be made without Oconee County Roads and Bridges Department approval and proper community notification. The work shall be planned and carried out so that there will be the least possible moonweltience to the roadway traffic. The Permittee agrees to observe all rules and regulations of the SCDOT and Oconee County while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
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- 7. COSTS: All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemptated herein shall be done by and at the expense of the Permittee.
- 8. Definitions of important terms are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.
- 9. PERMISSION OF ABUTTING PROPERTY OWNERS. It is a fact that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights necessary from said abutting property owners.
- 10. WORK PERFORMANCE:
  - (a) Utility Poles shall be placed at the distance from the centerline of the roadway as specifically stipulated herein and in the permit.
  - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telegraph Lines over each other and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and effective as of date of this permit. (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet on either side shall be continuous without joints.
  - (d) No pavement shall be cut unless specifically authorized herein.
  - (e) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) linear feet of open trench before backfill operations must begin.
  - (f) Underground facilities will be at minimum depths as defined in the Utility Accommodations Manual for the transmittant;, as follows:
  - (1) Bury under pavement 4 feet minimum for hazardous or dangerous transmittant- 3 feet minimum for other lines.
  - (2) Bury under other surfaces 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation if adequate protection is provided.
  - (g) Work shall be performed in accordance with the SCDOT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way", and "Standard Specifications for Highway Construction".
- 11. The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for installation.
- 12. Permittee is responsible for maintaining reasonable access to private driveways during construction.
- 13. If a driveway apron adjoining a county road is cut or damaged during the process of installing utilities, it is the responsibility of the Permittee to replace such entire apron.
- 14. There shall be no excavation of soil nearer than two feet of any public utility tine or appurtenant facility except with the consent of the owner thereof, or except upon special permission of the Roads and Bridges Department after an opportunity to be heard is given the owner of such line or appurtenant facility.
- 15, LICENSED CONTRACTOR REQUIRED; Licensed and bonded contractors/subcontractors or utility companies shall be required to perform all work within the county right-of-way unless explicitly waived by the Roads and Bridges Department.
- 16. BONDING OF WORK: If a bond is required, a surety bond, cash bond, or Irrevocable Letter of Credit from an accredited lending institution must be posted prior to issuance of the permit and will be held for a period of 18 months after all repairs have been completed. The cash/bond is refundable after such 18 months waiting period, upon a final inspection to ensure work is completed to the satisfaction of the county.
- 17. Occupie County Roads and Bridges Department may revoke, annut, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provision, requirements and regulations as herein set forth.
- 18. Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunnise to sunset, unless otherwise specified in the Permit-
- 19. In accepting this permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be at the sole expense of the Permittee.
- 20. LIABILITY: Applicant/ Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment permit, whether due to negligence, fault or default of Applicant/ Permittee or not. Such liability of Applicant/ Permittee under this encroachment permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant/ Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant/ Permittee in case of any such injury to person or damage to property.
- 21. INDEMNÎTY AGÂÎNST LIABILITY: Applicant/ Permittee shall indemnify Oconee County in that the act was caused through negligence or omission of the Applicant/ Permittee or Applicant/ Permittee is employees that may in any way accrue against Oconee County in that the act was caused through negligence or omission of the Applicant/ Permittee or Applicant/ Permittee is employees of the subcontractor or subcontractor. If any, and the Applicant/Permittee shall, at Applicant/Permittee is own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses ansing from or incurred in connection with that activity, and if any judgment shall be rendered against Oconee County in any such action, the Applicant/ Permittee shall, at Applicant/ Permittee, is own expense, satisfy and discharge that judgment, Applicant/ Permittee expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Applicant/Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Oconee County as here provided. Insurance coverage specified herein constitutes the minimum requirements and requirements shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance, which, in his own judgment, may be necessary for his property protection in the protection of the work.
- 22. REVOCATION: Oconee County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted. The County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted.
- 23. Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Permit Policy that is included in Oconee County Code of Ordinances Section 26.

Initials of Applicant

Print Form

Submit by Email



## OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT 15022 WELLS HIGHWAY SENECA SC 29678

864-886-1072

TMS#	
PERMIT#	
EXP. DATE:	

## **ENCROACHMENT PERMIT APPLICATION**

Home O	wner [			Con	ractor		PUPS #							
ED/W Inst	allation	Requested		HUdik	y		Locale excava		are required	by law_call i	888-721-7	877 at lea	st 3 business days before any type of	
Applicant	Name					,								
Company	Name	City	of We	stmi	nste	r	Contrac	ctors t	License #					
Address:		. Box			City	Westminster	Zip	29	693		Phone	864-	-647-3232	
PROPER	TY OWN	ER Nar	ne	·										
Address					City		Zíp [				Phone			
Work Loca	ation A	ddress of	Work Site	Dawı	n Dr	ive					ROAD N	UMBER:	TU-92	
Nearest ir	ntersecti	ng Road:	Greer	nfield	Roa	ad (S-429)							• •	
Installation	n of appr	oximately	O BE DONE	rater main	along t	he northern shoulder at TU-92	SQ. FT	OF F	PAVEMENT	сит	_x_	18		
beginning	at inters	ection with	Greenfield F	ld. (S-429	) and o	ontinuing in a easterly direction with attached plans.	1			STALLATION	1.,,,,	-		
ESTIMAT	ED STA	RT DATE:	Mare	ch 1,	2023	3	ESTIM	ATED	FINISH DA	TE: Aug	ust 1,	2023	· · ·	
■ Notify	PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items, (Applicant becomes Permittee upon permit approval)  B Notify the County inspector if there are any changes to the approved permit.  PERMIT FEE: \$207.00  Notify the County Road Office (864) 886-1072 at least 48 hours before work begins.													
<u> </u>						y for final inspection.	DATE:							
the said ap 2. Descript utility work. 3. The uno with the six Construction within the property, it assained: 4. Atach 5. If apple	is to provision to provision of foca- point of foca- with respicars gned a letch attack on made occasion (made occasion) foca- tion of foca- t	ons of Status purpose to a tion (Attach ct to the real ppt cant here ad hereto as a part hereo Right-o'-Wa e roadway 1 al the past, p ense insuran h document	as of the Code of conduct or install sketch inducatin wheat year tentifier a sky requests the indimade part her of by reference; or for the track may be causerseen, or future on and bond to who verify authority authority authority.	and mainta g roadway if and the near OCRAB to if ed. The ap- in file in the hereby furth ed by the co existence of enify capabil	in a publicatures so est interes commally workers agreed OCR&B, or agreed on struction is a disappoint agreed agre	c senice willly line, as described herein in uch as; pavement width, shoulder width, occing road on the County system. Multi- ta we objections to constrution or mainter nees to corruly with and be bound by the and all general provisions on the reverse and bride his heirs, successors, and as n, maintenance, use, moving or removing uritenance.	within the fi sidewalk is companie nance of the SCDOT hereof and signs to as	limite of and cu es are n re work d specia ssume a	l a roadway right ob and gutter to equired to submit described hers "s "A Policy fo all provisions be any and all liabi	It-of-way, along of location, significant in three (3) sets of in, it is expressly in Accommodation low or attached in thy this OCRAB in	r over the Co it drainage st of plans or dra understood t g Utilities on it ereto during t night otherwis	unty readway ructure, north wings, hat the work, lighways Rig he installations he have in co	in arrow, nght-of-way width, and location of the proposed it and when constructed, shall be installed in accordance gins of-Way? and "Standard Specifications for Highway on, operation and maintenance of sald work or utility facilish innection with accidents or injuries to parsons, or damage to nify the OCR&6 for any liability incurred or injury or damage.	
APPLIC	CANTS			OR PU	BLIC U	TILITY AUTHORIZED AGENT	CERTIE	FICAT	IION			⇒?	DATE 10/04/22	
		Certify 1. The ap 2. The ap 3. The pr	o the best of opticant is capplicant is autoposed encired.	my know pable an thorized roachmer	viedge d unde to perf ni is no	information and belief that: rstands the terms and agreeme orm the work as requested on t t contrary or conflicting with any	ants of the he appli	his pe ication led co	ormit. n. ovenants.	cal laws and	regulation	s, as well	as the provisions of this permit.	
	PRO		OWNER HORIZED	AGENT	SIGN	ATURE:							DATE:	

#### OCONEE COUNTY ROADS AND BRIDGES

#### **ENCROACHMENT PERMIT APPLICATION**

FEES	Permit fees (non -refundable )			Bonds (if required)		Permit Conditions
8	Residential / Commercial	\$60.00		Road Cul		Traffic Control (see 3 on back)
8	D/W Installation Requested	2.5 x Materials		Pavement Cut Permit		
6	Pavement Cul Fee- Contractor Only	\$250.00 +\$10.00 /sf		Fee x 10 =	8	Commercial / Utility (must provide 3 sets of Engineering Drawings)
8	Permit Extension	\$10.00				
8	Re-Inspection Fee	\$60.00	B	New Installation	0	Residential (drawing or sketch)
8	Longitudinal work in ROW	\$60.00 +\$0.10 / If		Longitudinal Permit		\$60.00
B	Bore Beneath Pavement	\$60.00+\$0.10/11		<u>Fee</u> x 50 =	(	1,470 × 0.10) <u>\$147.00</u> <b>\$207.00</b>

	OCONEE COUNTY Roads and Bridges Department Ap proval In compliance with your request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:  Date:					
SP	ECIAL PROVISIONS:					
P	ermit Specialist Re	view and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.				
	pproval ignature:	Date				
м	lanager/ Engineer:	Date:				

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection		<u></u>	
Pre-Construction Inspection			
In-Progress Inspection		<u> </u>	<u>                                     </u>
Final Inspection			
Additional Inspections			

#### **ENCROACHMENT PERMIT APPLICATION**

#### GENERAL PROVISIONS

- 1, NOTICE PRIOR TO STARTING WORK: Before starting the work within the limits of the roadway right-of-way, the Oconee County Roads and Bridges Department shall be notified 48 hours in advance so that we may be present while the work is underway and this permit is subject to further restrictions.
- 2. PERMIT SUBJECT TO INSPECTION. This permit shall be kept at the site of the work at all times white said work is under way and must be shown to any representative of the County or law enforcement officer.
- 3. PROTECTION OF ROADWAY TRAFFIC: Adequate provisions shall be made for the protection of the roadway traffic at all times. Necessary detours, barricades, warning signs and flagmen shall be provided by and at the expense of the Permittee and shall be in accordance with the MUTCD, Latest Edition. No road will be blocked except for emergency situations. No county road closure shall be made without Oconee County Roads and Bridges Department approval and proper community notification. The work shall be planned and carried out so that there will be the least possible inconvenience to the roadway traffic. The Permittee agrees to observe all rules and regulations of the SCDOT and Oconee County while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
- 4. STANDARDS OF CONSTRUCTION. All work shall be made for maintaining the proper drainage of the roadway. All work shall be subject to the supervision and satisfaction of the Oconee County Roads and Bridges Department.
- 5. FUTURE MOVING OF PHYSICAL APPURTENANCES: If, in the opinion of the Oconee County Roads and Bridges Department, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or removing shall be done on reasonable demand of the Roads and Bridges Department at the expense of the Permittee.
- 6. RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES, If, and when, the physical apportenances contemplated herein shall be moved or removed, either on the demand of the Roads and Bridges Department or at the option of the Permittee, the roadway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
- 7. COSTS: All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemptated herein shall be done by and at the expense of the Permittee.
- 8. Definitions of important terms are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.
- 9, PERMISSION OF ABUTTING PROPERTY OWNERS: It is a fact that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights necessary from said abutting property owners.
- 10. WORK PERFORMANCE
  - (a) Utilify Poles shall be placed at the distance from the centerline of the roadway as specifically stipulated herein and in the permit.
  - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telephone and Telephone and Telephone and Telephone and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and effective as of date of this permit.

    (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet on either side shall be continuous without joints.
  - (d) No pavement shall be out unless specifically authorized herein.
  - (e) No excavation shall be nearer than three feet to the edge of pavernent unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) linear feet of open trench before backfill operations must begin.
  - (f) Underground facilities will be at minimum depths as defined in the Utility Accommodations Manual for the transmittant, as follows:
  - (1) Bury under pavement 4 feet minimum for hazardous or dangerous transmittant- 3 feet minimum for other lines.
  - (2) Bury under other surfaces 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation if adequate protection is provided.
  - (g) Work shall be performed in accordance with the SCDOT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way", and "Standard Specifications for Highway Construction".
- 11. The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for installation.
- 12, Permittee is responsible for maintaining reasonable access to private driveways during construction.
- 13. If a driveway apron adjoining a county road is cut or damaged during the process of installing ublities, it is the responsibility of the Permittee to replace such entire apron.
- 14. There shall be no excavation of soil nearer than two feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of the Roads and Bridges Department after an opportunity to be heard is given the owner of such line or appurtenant facility.
- 15. LICENSED CONTRACTOR REQUIRED: Licensed and bonded contractors/subcontractors or utility companies shall be required to perform all work within the county right-of-way unless explicitly waived by the Roads and Bridges Department.
- 16. BONDING OF WORK: If a bond is required, a surety bond, cash bond, or threvocable Letter of Credit from an accredited tending institution must be posted prior to issuance of the permit and will be held for a period of 18 months after all repairs have been completed. The cash/bond is refundable after such 18 months waiting period, upon a final inspection to ensure work is completed to the satisfaction of the county.
- 17. Oconee County Roads and Bridges Department may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provision, requirements and regulations as herein set forth.
- 18. Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.
- 19. In accepting this permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be at the sole expense of the Permittee.
- 20. LIABILITY: Applicant/ Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment permit, whether due to negligence, fault or default of Applicant/ Permittee or not. Such liability of Applicant/ Permittee under this encroachment permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant/ Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant/ Permittee in case of any such injury to person or damage to property.
- 21. INDEMNITY AGAINST LIABILITY: Applicant/ Permittee shall indemnify Oconee County its agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims suits, liabilities, judgments, costs and expenses that may in any way accrue against Oconee County in that the act was caused through negligence or omission of the Applicant/ Permittee or Applicant/ Permittee is employees of the subcontractor or subcontractor is employees, if any, and the Applicant/Permittee shall, at Applicant/Permittee is own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with that activity, and if any judgment shall be rendered against Oconee County in any such action, the Applicant/ Permittee shall, at Applicant/ Permittee, sown expense, satisfy and discharge that judgment. Applicant/ Permittee expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Applicant/Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Oconee County as here provided. Insurance coverage specified herein constitutes the minimum requirements and requirements shall in no way tessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance, which, in his own judgment, may be necessary for his property protection on the protection of
- 22. REVOCATION: Oconee County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted. The County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted.
- 23, Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Pennit Policy that is included in Oconee County Code of Ordinances: Section 26

Print Form

04

Initials of Applicant

10

22

Submit by Email

3 of 3

## **PROCUREMENT - AGENDA ITEM SUMMARY**

OCONEE COUNTY, SC

			COUNCI	L MEETING DATE: Oct	tober 18, 2022	
ITEM TITLE:						
<b>Procurement #: ITB 22-05 REBID</b>	Title: Asphalt and Stripi	ing for	Department: PRT	Amount:	\$87,790.00	
	High Falls & Mullins For	d		Contingency (10%):	\$ 8,779.00	
				Total Award:	\$96,569.00	
FINANCIAL IMPACT:						
Procurement was approved by Council		~ .				
Budget: \$ 96,569.00 Project Cost:		lance: \$0.00	Finance Approval	:		
Funding from Local Accommodations Ta	x (LAT)					
BACKGROUND DESCRIPTION:						
This Asphalt and Striping contract con	nsists of furnishing all labor, n	naterials and equip	oment needed to pave and strip	e two projects for Parks, R	Recreation, and	
Tourism (PRT).						
1. <b>High Falls:</b> Near the swim be						
	ing was demolished to build th	ne new building ar	d the gravel is not ADA acces	sible. The paved area will	consist of two	
handicap spaces and two unlo				1 771 .1		
2. <b>Mullins Ford:</b> At the boat landing of Mullins Ford is an existing paved area for boat trailers to back down the ramp. The pavement has deteriorated						
past safe usage. The design of the new paving in front of the ramp has been changed to make for easier backing. The existing asphalt in front of the						
landing will be removed and graded for new asphalt. The existing ditch around the new paved area will need to be regraded and riprapped. This has been emprayed by Corps of Engineers						
been approved by Corps of Engineers.						
On September 6, 2022, formal sealed bids were opened for this project. This bid was originally sent to thirty-six (36) bidders. One bid was received from						
Hubbard Paving & Grading of Walhalla, SC in the amount of \$87,790.00. A 10% contingency, in the amount of \$8,779.00, is requested to account for						
unforeseen items that may arise.						
	SPECIAL CONSIDERATIONS:					
On August 19, 2021, the Oconee County PRT Commission approved \$47,700.00 to be used from local ATAX funds for the paving projects referenced above.						
County Council approved on September 7, 2021. Due to the volatile market of asphalt mix materials, the price has increased since the original amount was						
approved. PRT Staff is requesting appro	oval of an additional \$48,869.00	to be used from lo	ocal ATAX funds for the paving	projects mentioned above.		
ATTACHMENT(S):						
1. Bid Tab						
STAFF RECOMMENDATION:						
It is the staff's recommendation that C	Council:					

in the amount of \$8,779.00, for a total award of \$96,569.00.

2. Approve an additional \$48,869.00 from local ATAX funds to be used for this project.

3. Authorize the County Administrator to approve any change orders within the contingency amount.

Submitted or Prepared By:	Approved for Submittal to	o Council:
Submitted of Trepared by	Approved for Submittar to	o Councii
Tuenda C. De	nham. Dua annomant Dina atau	Amondo E Ducola Country Administrator

1. Approve the award of ITB 22-05 Rebid to Hubbard Paving & Grading, Inc. of Walhalla, SC in the amount of \$87,790.00, plus a 10% contingency

Tronda C. Popham, Procurement Director

Amanda F. Brock, County Administrator

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

Bidders	Hubbard Paving & Grading, Inc.	Pickens Construction	Thrift Development	
Address	Walhalla,SC	Pickens, SC	Seneca, SC	
Submitted Bid		No Bid	No Bid	
Base Bid + Alternate High Falls				
Base Bid: Mullins Ford				
Grand Total	\$87,790.00			

# **PROCUREMENT - AGENDA ITEM SUMMARY**

OCONEE COUNTY, SC

		COUNCIL MEETING DATE: October 18, 2022
ITEM TITLE:		
Title: 2022 Hyundai Wheel Loader Depar	rtment: Rock Quarry	Amount: \$359,963.00
FINANCIAL IMPACT:		
Procurement was approved by Council in Fiscal Year 2022 Budget: \$359,963.00 Project Cost: \$359,963.00	2-2023 budget process. <b>Balance: \$0.00</b>	Finance Approval:
BACKGROUND DESCRIPTION:		
This Wheel Loader is a 2022 Hyundai HL980A. Its main use we staff to load customer dump trucks in a timely fashion. This may product loaded.		
National Equipment Dealers allowed Rock Quarry Staff to demo Rock Quarry. After demo and researching the necessary horse p cubic yard bucket, it was determined that the 2022 Hyundai HL	power and operating weights of	a two pass Wheel Yard Loader that can safely handle a 7.3
The County is utilizing the North Carolina Sheriffs' Association list price of the equipment and 10% off the list price of attachmediscount of \$7,714.78 off of the contract price for this wheel load	ents. National Equipment Deale	
SPECIAL CONSIDERATIONS OR CONCERNS:		
National Equipment Dealers (dba: May/RHI) holds the North C Carolina Sheriff's Association contract allows all County and C		
ATTACHMENT(S):		
<ol> <li>Quote from May/RHI</li> <li>Specification HL980A</li> <li>Contract Award page from NC Sheriffs' Association</li> </ol>		
STAFF RECOMMENDATION:		
It is the staff's recommendation that Council approve the purcha May/RHI) of Columbia, SC in the amount of \$359,963.00.	ase of the Hyundai HL980A W	heel Loader from National Equipment Dealers (dba:
Submitted or Prepared by:		bmittal to Council:
Tronda Popham, Procurement D	Pirector	Amanda Brock, County Administrator

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

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





 Net Power
 Operating Weight

 351 HP (262kW) 2,000 rpm
 31,352 kg (69,120 lb) - 31,502 kg (69,450 lb)

Bucket Capacity 5.6 m<sup>3</sup> (7.3 yd<sup>3</sup>)



# **SPECIFICATIONS HL980A**

ENGINE	
Maker / Model	CUMMINS / X12
Туре	Tier 4F/ Stage V Emission Certified, 6 cylinder diesel engine with No Manual Regeneration.
Gross Power (SAE J1995)	355 HP (265 kW) at 2,000 rpm
Net Power (SAE J1349)	351 HP (262 kW) at 2,000 rpm
Max. Power	380 HP (283 kW) at 1,700 rpm
Peak Gross Torque (SAE J1995)	1,370 lb.ft (1,857 N·m) at 1,400 rpm
Displacement	11.8 ℓ (720 in³)

*Stage V	& Ti	er 4	Final	Certified
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TRANSMISSION				
Torque Converter Type		3-elements, single-stage single-phase		
Tire		29.5 R25	, ★★, L3	
Travel Speed, km/h (mph)		4 Speed T/M	5 Speed T/M with lock up clutch	
	1st	6.2 (3.9)	6.2 (3.9)	
	2nd	11.6 (7.2)	11.9 (7.4)	
Forward	3rd	18.2 (11.3)	18.5 (11.5)	
	4th	36.5 (22.7)	27.1 (16.8)	
	5th	-	40.0 (24.9)	
	1st	6.2 (3.9)	6.2 (3.9)	
Reverse	2nd	11.6 (7.2)	11.9 (7.4)	
	3rd	25.3 (15.7)	27.1 (16.8)	

 $<sup>\</sup>bullet$  This is the maximum travel speed of a standard machine with unfilled bucket.

AXLES	
Drive System	Four-wheel drive system
Mount	Fixed
Rear Axle Oscillation	Oscillating ±11 ° degrees
Hub Reduction	Planetary reduction at wheel end
Differential	Conventional
Reduction Ratio	27.0

LIVERALILIC CVCTERA			
HYDRAULIC SYSTEM Type	Load sensing hydraulic system		
Pump		t piston pump 462 lpm	
Control Valve	2 Spool (Bucket, Boom) 3 Spool (Bucket, Boom, Aux)		
System Pressure	280 bar (4,061 psi)		
Lift Circuit	The valve has four functions: Raise / Hold / Lower / Float Can adjust automatic kickout from horizontal to full lift.		
Tilt Circuit	The valve has three functions; Tilt back / Hold / Dump Can adjust automatic bucket positioner to desired load angle.		
	Type: double acting No. of cylinders-bore × stroke		
Cylinder	Lift	2-180 × 885 mm (2-7.1" × 2' 10.8")	
Cyllilder	HL970A Tilt	1-200 x 550 mm (1-7.9" × 1' 9.7")	
	HL970A XT Tilt	1-200 x 545 mm (1-7.9" × 1' 9.5")	
	Raise from Carry Position : 6.6 Sec.		
Cycle Time	Dump, at maximum raise: 1.5 Sec.		
Cycle Time	Lower, empty, float down: 4.8 Sec.		
	Total: 12.9 Sec.		

<sup>\*</sup> Hyundai Bio Hydraulic Oil (HBHO) available

OVERVIEW				
Description		HL980A	HL980A XT	
Operating Weig	ght	31,352 kg (69,120 lb)	31,500 kg (69,450 lb)	
Bucket	Heaped	5.6 m³ (7.3 yd³)	5.6 m <sup>3</sup> (7.3 yd <sup>3</sup> )	
Capacity	Struck	4.8 m³ (6.3 yd³)	4.8 m³ (6.3 yd³)	
Breakout Force	e-Bucket	24,670 kg (54,390 lb)	24,400 kg (53,795 lb)	
Tipping Load	Straight	24,446 kg (53,895 lb)	21,650 kg (47,735 lb)	
ripping Load	Full Turn	21,271 kg (46,895 lb)	18,700 kg (41,230 lb)	

TIRES	
Туре	Tubeless, loader design tires
Standard	29.5R25 L3 ★★
	29.5-25 22PR L3
Options Include	29.5-25 28PR L5
	29.5R25 XHA ★

BRAKES	
Service Brakes	Hydraulically actuated, wet disc brakes actuate all 4 wheels independent axle-by-axle system. Self adjusting & wheel speed brake.
Parking Brake	Spring-applied, hydraulically released brake
Emergency Brake	When brake oil pressure drops, indicator light alerts operator and parking brake automatically applies.

STEERING SYSTEM	
Type	Load sensing hydrostatic articulated steering
Pump	Variable displacement piston pump, 242 lpm
System Pressure	210 bar (3,046 psi)
Cylinder	Double acting $2-95 \times 468 \text{ mm} (2-3.7" \times 1' 6.4")$
Steering Angle	40° to both right and left angle, respectively
Features	Center-point frame articulation. Tilt and telescopic steering column.

SERVICE REFILL CAPACITIES		
Fuel Tank	430.0 liters (113.6 US gal)	
Def Tank	44.5 liters (11.8 US gal)	
Cooling System	45.5 liters (12.0 US gal)	
Crankcase	34.0 liters (9.0 US gal)	
Transmission	55.5 liters (14.7 US gal)	
Front Axle	64.0 liters (16.9 US gal)	
Rear Axle	64.0 liters (16.9 US gal)	
Hydraulic Tank	184.0 liters (40.5 US gal)	
Hydraulic System (Including Tank)	340.0 liters (74.8 US gal)	

### **CAB NOISE LEVEL**

Guaranteed noise level presented below can be differed depending on a range of factors such as operating condition, speed of a cooling fan, types of engine and so forth. Hearing protection shall be necessary if an operator is working in the improperly maintained cabin or exposed to a noisy environment by leaving doors and/or windows open.

With cooling fan speed at maximum value:

Operator sound pressure level (ISO 6396:2008)	70 dB(A)
Exterior sound power level (ISO 6395:2008)	108 dB(A)

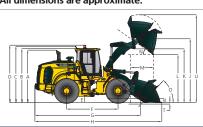
<sup>\*</sup> Distance of 15 m (49.2 ft), moving forward in second gear ratio.

#### CARIN

ROPS / FOPS Cabin Meet ISO 3471 and ISO 3449

#### **HL980A DIMENSIONS**

#### All dimensions are approximate.





	Description	HL980A	HL980AXT
Α	Height to Top of Exhaust Pipe	3,715 (12' 2")	3,715 (12' 2")
В	Height to Top of Cabin	3,865 (12' 8")	3,865 (12' 8")
c	Height to Top of Product Link Antenna	3,905 (12' 10")	3,905 (12' 10")
D	Height to Top of Warning Beacon	3,995 (13' 1")	3,995 (13' 1")
E	Ground Clearance	495 (1' 7")	495 (1' 7")
F	Wheelbase	3,700 (12' 2")	3,700 (12' 2")
G	Overall Length (without Bucket)	8,175 (26' 10")	8,495 (27' 10")
н	Shipping Length (with Bucket Level on Ground)	9,610 (31' 6")	9,930 (32' 7")
-1	Hinge Pin Height at Carry Position	535 (1' 9")	630 (2' 1")
J	Hinge Pin Height at Maximum Lift	4,615 (15' 2")	4,935 (16' 2")

Unit: mm (ffin)

				Offic : Hilli (1411)	
	Descr	iption	HL980A	HL980AXT	
K	Lift Arm Clearand Maximum Lift	ift Arm Clearance at 3,870 (12' 8")		4,190 (13' 9")	
L	Dump Clearance 45° Discharge	Dump Clearance at Maximum Lift and 3,300 (10' 10")		3,620 (11' 11")	
М	Reach at Maximu Discharge	ım Lift and 45°	1,490 (4' 11")	1,525 (5' 0")	
N	Dump Angle at Maximum Lift and Dump (on Stops)		50	50	
_	Dall Davis Avania	Ground	42	42	
0	Roll Back Angle	Carry	47	49	
Р	Clearance Circle to Outside of Tire		13,615 (44' 8")	13,615 (44' 8")	
Q	Clearance Circle (Diameter) to Inside of Tires		7,110 (23' 4")	7,110 (23' 4")	
R	Width Over Tires (Unloaded)		3,190 (10' 6")	3,190 (10' 6")	
R1	Overall Width (	with bucket)	2,740 (9')	2,740 (9')	
S	Tread Width		2,440 (8' 0")	2,440 (8' 0")	

HL!	80A OPERATING SPECIFICAT	TIONS WITI	H BUCKETS						
Linkage Bucket Type Edge Type		Standard Linkage General Purpose - Pin On						High Lift Linkage	
		Bolt-On Cutting Edges	2 Piece Tooth	2 Piece Tooth & Seg	Bolt-On Cutting Edges	2 Piece Tooth	Spade Nose Rock	Change	
Сар	acity - Rated	m³ (yd³)	5.60 m <sup>3</sup> (7.30 yd <sup>3</sup> )	5.40 m <sup>3</sup> (7.10 yd <sup>3</sup> )	5.60 m <sup>3</sup> (7.30 yd <sup>3</sup> )	6.30 m <sup>3</sup> (8.20 yd <sup>3</sup> )	6.10 m <sup>3</sup> (8.00 yd <sup>3</sup> )	5.00 m <sup>3</sup> (6.50 yd <sup>3</sup> )	
Сар	acity - Rated at 110% Fill Factor	m³ (yd³)	6.16 m³ (8.10 yd³)	5.94 m³ (7.80 yd³)	6.16 m <sup>3</sup> (8.10 yd <sup>3</sup> )	6.93 m <sup>3</sup> (9.10 yd <sup>3</sup> )	6.71 m <sup>3</sup> (8.80 yd <sup>3</sup> )	5.50 m <sup>3</sup> (7.20 yd <sup>3</sup> )	
Wid	th	mm (ft/in)	3,450 mm (11' 4" ft/in)	3,500 mm (11' 6" ft/in)	3,500 mm (11' 6" ft/in)	3,450 mm (11' 4" ft/in)	3,500 mm (11' 6" ft/in)	3,490 mm (11' 5" ft/in)	
	np Clearance at Maximum Lift 45° Discharge	mm (ft/in)	3,300 mm (10' 10" ft/in)	3,150 mm (10' 4" ft/in)	3,150 mm (10' 4" ft/in)	3,215 mm (10' 7" ft/in)	3,065 mm (10' 1" ft/in)	3,035 mm (9' 11" ft/in)	320 mm (1' 1" ft/in)
	ch at Maximum Lift 45° Discharge	mm (ft/in)	1,490 mm (4' 11" ft/in)	1,610 mm (5' 3" ft/in)	1,610 mm (5' 3" ft/in)	1,575 mm (5' 2" ft/in)	1,695 mm (5' 7" ft/in)	1,685 mm (5' 6" ft/in)	35 mm (1.4" ft/in)
Dig	ging Depth	mm (ft/in)	105 mm (0' 4" ft/in)	125 mm (0' 5" ft/in)	125 mm (0' 5" ft/in)	105 mm (0' 4" ft/in)	125 mm (0' 5" ft/in)	155 mm (0' 6" ft/in)	10 mm (0.4" ft/in)
Т	Shipping Length (with Bucket)	mm (ft/in)	9,610 mm (31' 6" ft/in)	9,800 mm (32' 2" ft/in)	9,800 mm (32' 2" ft/in)	9,730 mm (31' 11" ft/in)	9,920 mm (32' 7" ft/in)	9,935 mm (32' 7" ft/in)	365 mm (1' 2" ft/in)
U	Overall Height with Bucket at Maximum Lift	mm (ft/in)	6,430 mm (21' 1" ft/in)	6,430 mm (21' 1" ft/in)	6,430 mm (21' 1" ft/in)	6,580 mm (21' 7" ft/in)	6,580 mm (21' 7" ft/in)	6,340 mm (20' 10" ft/in)	315 mm (1' 0" ft/in)
V	Loader Clearance Circle with Bucket at Carry Position	mm (ft/in)	15,270 mm (50' 1" ft/in)	15,450 mm (50' 8" ft/in)	15,450 mm (50' 8" ft/in)	15,340 mm (50' 4" ft/in)	15,520 mm (50' 11" ft/in)	15,320 mm (50' 3" ft/in)	330 mm (1' 1" ft/in)
	ic Tipping Load, Straight Tire Deflection)	kg (lb)	23,100 kg (50,930 lb)	23,500 kg (51,810 lb)	22,900 kg (50,490 lb)	22,800 kg (50,270 lb)	23,200 kg (51,150 lb)	22,350 kg (49,275 lb)	-1,450 kg (-3,195 lb)
	ic Tipping Load, Articulated Tire Deflection)	kg (lb)	20,100 kg (44,315 lb)	20,450 kg (45,085 lb)	19,900 kg (43,875 lb)	19,850 kg (43,765 lb)	20,200 kg (44,535 lb)	19,500 kg (42,995 lb)	-1,400 kg (-3,085 lb)
Bre	akout Force	kg (lb)	24,670 kg (54,390 lb)	26,200 kg (57,765 lb)	24,670 kg (54,390 lb)	22,800 kg (50,270 lb)	24,090 kg (53,110 lb)	22,620 kg (49,870 lb)	-270 kg (-595 lb)
Оре	rating Weight*	kg (lb)	30,800 kg (67,905 lb)	30,635 kg (67,540 lb)	30,980 kg (68,300 lb)	30,975 kg (68,290 lb)	30,810 kg (67,925 lb)	31,415 kg (69,260 lb)	700 kg (1,545 lb)

<sup>\*</sup> All height and tire related dimensions are with standard 29.5 R25,  $\star$   $\star$ , L3 tires. HL980A / HL980A XT BUCKET SELECTION CHART

5.0

Spade Nose Rock

Standard Lift Arm - General Purp	ose													
Type	m³		Material Density [ton/m³]											
Туре	III?	1.1 1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0	2.1	2.2	2.3	2.4
Cutting Edge	5.6			6.4 m <sup>3</sup>						5.3 m <sup>3</sup>				
2-Bolt on Tooth	5.4				6.2 m³						5.1 m <sup>3</sup>			
2-Bolt on Tooth & Segment	5.6			6.4 m <sup>3</sup>						5.3 m <sup>3</sup>				
Cutting Edge	6.3	7.2 m <sup>3</sup>					6.0 m <sup>3</sup>							
2-Bolt on Tooth	6.1		7.0 m³					5.8 m <sup>3</sup>						
Spade Nose Rock	5.0		5.8 m <sup>3</sup>									4.8 m <sup>3</sup>		
High Lift Arm - General Purpose														
Cutting Edge	5.6		6.4 m³						5.3 m <sup>3</sup>					
2-Bolt on Tooth	5.4			6.2 m <sup>3</sup>						5.1 m <sup>3</sup>				
2-Bolt on Tooth & Segment	5.6		6.4 m³						5.3 m <sup>3</sup>					
Cutting Edge	6.3	7.2 m <sup>3</sup>				6.0 m <sup>3</sup>								
2-Bolt on Tooth	6.1	7.0 m <sup>3</sup>					5.8 m <sup>3</sup>							

5.8 m<sup>3</sup>

4.8 m<sup>3</sup>

NGINE	STD	0
ENGINE, CUMMINS, X12		
3 Stage air precleaner	•	
Alternator, 95A	•	
Fuel warmer	•	
Engine oil level dipstick gauge	•	
Fuel / water separator	•	
WGT (Waste Gate Turbo)	•	
CLEAN EMISSION MODULE		
DOC, DPF and SCR	•	
Active Emission Regeneration (No Manual Reg	eneration F	Requ
Stage V Certified Emmissions	•	
EGR Free	•	
Automatic Regeneration	•	
COOLING SYSTEM		
Antifreeze	•	
Auto Reversing Fan (adjustable Time/ Interval Frequencies) w/ Manual Override	•	
Coolant Level Sight Gauge		
Fan guard		
Wide Fin Radiator		
OWER TRAIN	STD	0
TRANSMISSION	עונ	U
Transmission F4/R3, computer		
controlled, electronic soft shift, auto- shift and kick-down features included	•	
Transmission oil sight level	•	
Wide Fin Transmission Oil Cooler	•	
AXLE		
Conventional (Rear)	•	
Hydraulic lock differential (Front)	•	
Limited slip differential (Front / Rear)		•
BRAKE		
Parking brake	•	
Service brake (Enclosed wet-disc) TIRES	•	
29.5 R25 L3 ★★		
29.5-25 22PR L3		_
29.5-25 22PR L5		-
29.5 R25 XHA ★		
YDRAULIC SYSTEM	STD	O
Diagnostic pressure taps	•	
Hyundai Bio Hydraulic Oil (VG46)		
Hydraulic oil level sight gauge	•	
Hydraulic Oil VG32		•
Hydraulic Oil VG46	•	
Wide Fin Hydraulic Oil Cooler	•	
HYDRAULIC CONTROL		
Fingertip		
Joystick		
ELECTRO-HYDRAULIC CONTROL		
Boom kickout, automatic Bucket positioner, automatic	•	
Extra piping for auxiliary function		-
Fingertip	•	
Joystick	•	
Quick coupler piping	•	
Ride control system	•	
AB & INTERIOR	STD	0
ALARMS, AUDIBLE AND VISUAL		
Air filter clogging	•	
Battery voltage	•	
Brake oil pressure	•	
DEF low level	•	
Engine coolant level	•	
Engine coolant temperature	•	
Engine oil pressure	•	
Engine on pressure	•	
Fuel level	•	
Fuel level Hydraulic oil temperature	•	
Fuel level Hydraulic oil temperature Parking brake	•	
Fuel level Hydraulic oil temperature	•	
Fuel level Hydraulic oil temperature Parking brake Service brake oil pressure		

AB & INTERIOR	STD	OP
GAUGES		
Diesel Exhaust Fluid (DEF) level	•	
Engine coolant temperature	•	
Fuel level	•	
Horn, electric	•	
Speedometer	•	
Transmission oil temperature	•	
INDICATOR LIGHTS		1
Clutch Cut Off	•	
Differential Lock	•	
Engine auto stop	•	
FNR	•	
High beam	•	
Parking brake	•	
Pilot cut off	•	
Ride control	•	
Seat belt ON/OFF	•	
Turning light LCD DISPLAY	•	
Clock and fault code	•	
DEF level	•	
DEF low level	+ -	-
Engine rpm	•	-
Horn, electric	•	
Job time and distance	•	
Operating hour counter	•	
Transmission gear range  BATTERIES		
850CCA, 12V, 2PCS LIGHTING SYSTEM		
Brake lights(Counterweight)		I
LED dome light		
2 Head lights on front tower		
2 Head lights (LED) on front tower	-	
2 Stop and tail lights		
4 Turn signals		
2 Working lights on front roof		
4 Working lights on front roof		
2 Working lights on rear roof		•
4 Working lights (LED) on front roof		
2 Working lights (LED) on rear roof		•
2 Working lights on grill	•	
2 Working lights (LED) on grill		
SWITCHES		
Battery master switch		
Differential Lock	•	
Emergency steering		
FNR shifter		
Hazard	•	
Parking	•	
Pilot cut off	•	
SYSTEM MEMORY SETTINGS	_	
Autolube, integrated in secondary display		•
Auto position	•	
Beacon light		•
Fine modulation	•	
Main light	•	
Mirror heat	•	
Quick coupler	•	
Rear wiper Ride control	•	
Work light	-	-
Work load	•	
IGNITION		
Key	•	
Push Start Button		•
CAB (SOUND SUPPRESSED)		
	•	
24V to 12V DC converter (20A)		
24V to 12V DC converter (20A) Coat hook	•	
	•	

	STD	OP
CAB(SOUND SUPPRESSED)		
Roller type sunshade (Front window)	•	
ROPS / FOPS CAB.	•	
Rubber floor mat	•	
Steering column, tilt and telescopic	•	
Steering wheel with knob	•	
Tinted safety glass	•	
Wrist rest	•	
DOOR		
Door and cab locks, one key	•	
Doors, service access (Locking)	•	
Doors, service access (Remote control)		
AUTOMATIC CLIMATE CONTROL		
Air conditioner & heater		
Defroster	•	
	-	
Intermittent wiper and washer, front and rear	•	
SEAT		
3" Retractable seat belt & adjustable	•	
air suspension (Heated)		
PERSONAL STORAGE SPACE		
Console box	•	
Holder, can and cup	•	
PEDALS		
Accel pedal without ECO switch	•	
Dual-brake pedal		•
One acceletator pedal	•	
One brake pedal	•	
AFETY	STD	OP
Alarm, back-up	•	
Boom safety lock		
Emergency steering		
Emergency stop		
Fire extinguisher		
OBJECT DETECTION		
AAVM - All Around View Monitoring	\	-
IMOD (Intelligent Moving Object Detection		
	,	-
RADAR + Secondary Mornitor		•
RADAR + Secondary Mornitor  OTHERS	STD	OP
RADAR + Secondary Mornitor  OTHERS  2nd Monitor		OP
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV		OP ·
RADAR + Secondary Mornitor  OTHERS  2nd Monitor		OP'
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV		OP
RADAR + Secondary Mornitor  OTHERS  2nd Monitor 3 Spool MCV 5 speed T/M with lockup clutch		-
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor	STD .	-
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down	STD .	-
RADAR + Secondary Mornitor  OTHERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System	STD ·	-
RADAR + Secondary Mornitor  OTHERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar	STD ·	-
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight	STD ·	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite	STD ·	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler	STD ·	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp	STD ·	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp	STD ·	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed	·	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks	·	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks  SAFETY Handrails	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks  SAFETY Handrails Ladders	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks  SAFETY Handrails Ladders Platforms	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks  SAFETY Handrails Ladders Platforms Steps	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks  SAFETY Handrails Ladders Platforms Steps TELEMATICS	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks SAFETY Handrails Ladders Platforms Steps TELEMATICS ECD (Engine Connected Diagnostics)	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks SAFETY Handrails Ladders Platforms Steps TELEMATICS ECD (Engine Connected Diagnostics) Hi MATE	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks SAFETY Handrails Ladders Platforms Steps TELEMATICS ECD (Engine Connected Diagnostics) Hi MATE GUARDS	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks SAFETY Handrails Ladders Platforms Steps TELEMATICS ECD (Engine Connected Diagnostics) Hi MATE GUARDS Belly-Pan Guard	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks SAFETY Handrails Ladders Platforms Steps TELEMATICS ECD (Engine Connected Diagnostics) Hi MATE GUARDS Belly-Pan Guard Crankcase	• • • • • • • • • • • • • • • • • • •	•
RADAR + Secondary Mornitor  THERS  2nd Monitor  3 Spool MCV  5 speed T/M with lockup clutch Air Compressor Auto Engine Shut Down Auto Grease System Articulation Locking Bar Heavy Counterweight Hi-Mate, Satellite ISO Quick Coupler LED Beacon Lamp License Plate & 10W LED Lamp Lift and tie-down hooks Loader linkage, sealed Sun Shade on Rear Window of Cabin Vandalism protection caplocks Wheel Chocks SAFETY Handrails Ladders Platforms Steps TELEMATICS ECD (Engine Connected Diagnostics) Hi MATE GUARDS Belly-Pan Guard	• • • • • • • • • • • • • • • • • • •	•

Standard and optional equipment may vary. Contact your Hyundai dealer for more information. The machine may vary according to International standards.
The photos may include attachments and optional equipment that are not available in your area.
Materials and specifications are subject to change without advance notice.
All imperial measurements rounded off to the nearest pound or inch.

PLEASE CONTACT

HYUNDAI **CONSTRUCTION EQUIPMENT** 

www.hceamericas.com 6100 Atlantic Blvd., Norcross, GA 30071 TEL (678) 823-7777 FAX (678) 823-7778



#### 2022 Hyundai HL980A Wheel Loader (Unit# 5461)

DATE: 9/22/2022 TO: Oconee County Rock Quarry

686 Rock Crusher Rd

Walhalla, SC 29691 MUNICIPAL P/O #: Mr. Tom Moxlev P/O DATE:

FAX: EST DELIVERY DATE: Immediate

PHONE:

ATTN:

Thank you for your interest in our Hyundai Wheel Loaders

This quotation lists the machine and a few basic specifications according to your request.

CODE	QTY.	DESCRIPTION	PRICE
	1	(NEW) 2022 Hyundai HL980A Wheel Loader (Unit# 5461)	\$359,963.00
		69,120lbs Operating Weight	
		Cummins X12 (351hp)	
		Hyundai 136" x 8.2yd3 Bucket, Pin-On, C/E	
		Heavier CWT - 3,860lbs	
		4-Speed Transmission	
		Front Diff. Lock / Rear Conv. Axles	
		Axle Oil Cooler in Front and Rear	
		29.5 R25 L3 Triangle Tires	
		Ride Control System	
		AAVM System - 4 Cameras	
		Rear Detection System & 2nd Monitor	
		Joystick Steering	
		Rear Fenders (Mud Guards)	
		Hi-Mate: Mobile (4G) Type for 5 Years	
		Standard 3yr/3,000hr Warranty	
All Freight / PI	Ol / Install:		Included

FOB: Walhalla, SC

9/22/2022 SENT BY: Mark Zegilla DATE:

SC-GA Governmental / Solid Waste Specialist

National Equipment Dealers, LLC

QUOTE GOOD THROUGH: 11/24/2022

#### SPECIAL NOTES:

Trade In Equipment - Purchases herby bargains, sells and conveys unit Seller the ab Equipment and certifies it to be free and clear of liens, encumbrances, and security inter-	I agree to pay all taxes and other charges and settle for the purchase price as follows:  1. Total Cash Price  2. Trade Allowance / Down Pmtl  -		
below.  Description	Allowance	Irade Allowance / Down Pmt     3. Unpaid Cash Payment	
	-	4. Sales Tax N/A	-
	-	5. DOC fees or Charges	-
1. Trade Allowance	-	6. Total Taxes and Fees	-
2. Other (Specify)	-	7. Cash Due on Delivery	-
Cash Down Payment with Order     Total Cash and Other Down Payment     Total Down Payment	-	In the event Buyer fails to pay any portion of the amount identified must reimburse Seller, for any costs (including litigation costs and at collecting the outstanding balance. Any past due amounts owing un at 1½ % per month until the entire balance is paid in full	ttorney's fees) incurred by Seller

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

.0. / /	
Order Taken By:	 Purchaser Name:
Seller Signature:	 Purchaser Signature:

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

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

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

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

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

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

#### **Bid Award**

Contract: 22-06-0426R, Heavy Equipment

Group: Wheel Loader

Item: 5162, Hyundai, HL980A

**Description:** Manufacturer's standard base unit specifications and current model year for the model/model number listed. The required minimum 6% discount off MSRP is to be included in the listed base price field. The percentage field displayed is the discount that will be taken off of MSRP for all applicable options.

### Model Upgrade/Downgrade:

Zone	Vendor	Base Price	Percent:	Build File	Options File
Statewide	National Equipment Dealers, LLC	\$367,677.78	10.00%	Build	Options

## PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

**COUNCIL MEETING DATE: October 18, 2022** 

**ITEM TITLE:** 

Title: Hustler 60" Wide Conveyor Department(s): Solid Waste Amount: \$194,885.00

Contingency (10%): \$19,488.50

**Total Award:** \$214,373.50

**FINANCIAL IMPACT:** 

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

Budget: \$214,373.50 Project Cost: \$214,373.50 Balance: \$0.00 Finance Approval: \_\_\_\_\_

#### BACKGROUND DESCRIPTION:

This purchase is for a Steel Conveyor system that will integrate with Solid Waste's new Harris baler. The existing conveyor system was prefabricated in 1996 by Process Solutions of North Charleston, who is no longer in business. Therefore, staff cannot get parts to repair and this conveyor has exceeded its useful life. County Staff has maintained and repaired the best they could, but it is now past being repaired. The rubber belts can no longer be adjusted to keep them in the correct position for the conveyor to operate properly. Due to the age and condition of the current conveyor, the rubber belts are replaced, on average, every 3 years at a cost of nearly \$9,000. This conveyor is stationed in huge pit, which is considered a confined space. This conveyor requires cleaning and maintenance every 1-2 months. In order to clean and conduct maintenance, it requires one or two Solid Waste operators working in the pit and additional staff standing watch above the pit. Per OSHA, staff working in the pit are required to have confined space training. By purchasing this new conveyor, this requirement will no longer be necessary.

The Steel Conveyor metal belt system has a typical belt life of at least 15 years and can last as long as 20 year depending on types of materials that are loaded on them. The current 8 ft. pit would be reduced to 3-4 ft. and would no longer be considered a confined space. This would reduce the training and number of employees required to clean and conduct maintenance. Also, the incline and height of the conveyor is designed to be a perfect match with the new baler.

#### SPECIAL CONSIDERATIONS OR CONCERNS:

At the June 21, 2022 County Council meeting, the purchase of a Two-Ram Baler to Crigler Enterprises, Inc. of Mableton, GA was approved. This purchase is for a conveyor that will feed this Baler. Staff is requesting this Sole Source purchase from Crigler Enterprises of Mableton, GA, based on

- 1. Crigler Enterprises, Inc. was awarded ITB 21-18 for the Two-Ram Baler Purchase.
- 2. Crigler Enterprises, Inc. is the authorized Dealer / Service Center for Harris Balers and Hustler Conveyors for Oconee County.
- 3. Crigler Enterprises, Inc. will install, provide warranty and maintain the baler along with this conveyor, if approved.
- 4. Solid Waste would have one company to contact for all issues (warranty, maintenance, etc.) for both pieces of equipment.
- 5. The Hustler Conveyor is fully compatible with the Harris Baler.
- 6. The starter and controls for the conveyor will be located the baler panel; therefore, it is important that the baler and conveyor be installed and maintained by the same company.

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

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

#### **ATTACHMENT(S):**

- 1. Crigler Enterprises, Inc. Quote
- 2. Hustler Authorized Dealer Letter
- 3. Sole Source Request for Swain Still, Solid Waste Director
- 4. Sole Source Determination Letter from the Procurement Director

#### STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve

- 1. Approve the purchase of the Hustler 60" Wide Conveyor from Crigler Enterprises, Inc. of Mableton, GA in the amount of \$194,885.00, plus a 10% contingency in the amount of \$19,488.50, for a total award of \$214,373.50.
- 2. Authorized the County Administrator to approve any change orders within the contingency amount.

Submitted or Prepared By:	Approved for Submittal to Counci	l:
Tronda C. Popham, Pro	ocurement Director	Amanda F. Brock, County Administrator

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



#### **Distributors For:**





October 5, 2022

Swain Still Oconee County

Dear Swain:

As requested, please find enclosed pricing and specifications on the following Hustler 60" wide steel belt conveyor to feed a Harris Badger Baler over the main ram.

#### **DIMENSIONS:**

Belt Width: 60"

Belt Length: 48' 10" measured along belt path

Belt Path Style: "S" shaped with a 15' lower horizontal section (below grade), an incline

section of 23' 10" at 30 degrees, and a 10' upper horizontal

**BELTING:** 1/4" plate 9" pitch Piano Hinge Steel Belt constructed as follows:

Belt Pans: 1/4" thick precision die formed pans with fully closed loops

Side Bars: 1/4" precision die punched HR1044 high carbon steel

Chain: 2" wide x 1/4" thick (2) strands

Bushings: Solid 3/4" I.D. x 1-1/8" O.D. x 2-1/16" hardened RC 50-60 press fit

into inner side bars

Hinge Sleeve: Steel tubing liner over pin through belt hinge joint to enhance

strength and extend life

Stub Pins: CR1045 steel, 3/4" diameter pin ends are milled flat to lock into

outer side bars

Reinforcements: 4" wide x 5.4 lb. channel reinforcements welded to the underside

across the width of every other hinge link. 1/4" thick AR steel wear pads are welded to the underside of this channel. This increases the strength of belt pan as well as limits deflection of belt under

severe impact.

Side Wings: 4" high x 1/4" thick interlocking offset style designed to contain the

material on the belt and prevent it from working its way into the

chain and drive and causing premature wear or damage

Rollers: Single Flange: 3" diameter x 1-1/2" face Sintered Steel

Rail: 25# ASCE rail on carry and return side designed to provide

outstanding tracking for the above-mentioned rollers

Cleats: Typically 4" high cleats on 6' centers

Belt Sprockets: 6 tooth, 9" pitch, 18" pitch diameter, flame cut with hardened teeth

at tail and head ends of conveyor

Shafting: Both head and tail shafts fabricated out of C1045 steel. Shafts

are mounted in heavy duty ball bearing pillow blocks with cast iron

housings.

**DRIVE:** 15 HP 1800 RPM electric motor 230/460 volts, 3 phase, 60 Hertz,

TEFC continuous duty motor with a 1.15 s.f. and roller chain from reducer to sprocket of head shaft. This conveyor also supplied with a shear pin sprocket hub assembly for overload protection and comes with an adjustable steel base for drive assembly.

SPEED: Constant 30 FPM (to be confirmed)

**SPECIAL FEATURES:** Conveyor is furnished with a back stop to prevent conveyor belt

from roll back under full load. Electric oiler(s), gravity fed, 1 gallon capacity. Also included and shipped loose for field mounting are

(2) push button E-stops

**FRAME:** Heavy duty open frame construction from structural shapes and

formed plate. Frame is braced and reinforced for rigidity in all

planes and is completely shop fitted and welded.

**TRACKS:** 25# ASCE rail on carry side and return side

Side & Belly Guards: Provided in areas of personal access up to 8' above grade

Side Skirts: 12" high on lower horizontal and 36" high on incline and upper

horizontal

**PAINT:** Our standard color is Hustler Blue RAL 5010

Any other color may result in additional cost

The total price for this conveyor including motor, drive and all necessary guards: \$158,885.00

Freight and installation including pit plates: \$36,000.00

Total Price: \$194,885.00

Please note, pit construction, field wiring and sales and use taxes are not included in this pricing. Our Plant O'Fallon, Missouri, and valid for 30 days.

**Terms** Equipment: 10% with order

Balance due prior to shipment

Swain, thank you for this opportunity to be of service.

Please call me with any questions.

Yours Very Truly,

Edward M. Martin Vice President



4101 CRUSHER DRIVE, O'FALLON, MISSOURI 63368-8695 PHONE: 636-441-8600 FAX: 636-441-8611

October 6, 2022

Ed Martin Crigler Enterprises 6721 Discovery Blvd Mableton, GA 30123 Phone: 404-281-0108

Email: emartin@crigler.com

This letter is to serve as an official declaration that Crigler Enterprises is an authorized Dealer, Service/warranty/repair provider for Hustler Conveyor Company parts and equipment.

Crigler Enterprises is authorized to sell our OEM equipment in this region and is an authorized agent for Hustler Conveyor's line of equipment.

**Cody Gonzales** 

**Hustler Conveyor Company** 4101 Crusher Drive

O'Fallon, MO 63368 636-441-8600



# **Procurement Office**

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

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

> Phone: 864.638.4141 Fax: 864.638.4142 Fmail: tpopham@oconeesc.com

October 7, 2022

Amanda F. Brock, County Administrator TO:

Tronda C. Popham, Procurement Director 10.1.22 FROM:

RE: SOLE SOURCE DETERMINATION AWARD

CREIGLER ENTERPRISES, INC.

I have reviewed the documentation submitted for the purchase of a Hustler 60" Wide Conveyor for Solid Waste. After reviewing the documentation presented, I feel this project meets all criteria for a sole source procurement.

Staff is requesting this Sole Source based on

- 1. Crigler Enterprises, Inc. has been supplying and installing Harris balers with Hustler conveyors for over 30 years.
- 2. Crigler Enterprises, Inc. was awarded ITB 21-18 for the Two-Ram Baler Purchase.
- 3. Crigler Enterprises, Inc. is the authorized Dealer / Service Center for Harris Balers and Hustler Conveyors for Oconee County.
- 4. Crigler Enterprises, Inc. will install, provide warranty and maintain the baler along with this conveyor, if approved.
- 5. Solid Waste would have one company to contact for all issues (warranty, maintenance, etc.) for both pieces of equipment.
- The Hustler Conveyor is fully compatible with the Harris Baler.
- 7. The starter and controls for the conveyor will be located the baler panel; therefore, it is important that the baler and conveyor be installed and maintained by the same company.

Based the facts stated above it renders them uniquely suited to provide and install the 60" Wide Hustler conveyor. Therefore, I am recommending the purchase of the Hustler 60" Wide Conveyor from Crigler Enterprises, Inc. of Mableton, GA in the amount of \$194,885.00, plus a 10% contingency in the amount of \$19,488.50, for a total award of \$214,373.50.





## Oconee County Solid Waste & Recycling



#### Swain Still Director

P.O. Box 1766 Seneca, SC 29679

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

E-mail: sstill@oconeesc.com





Date: October 6, 2022

To: Mrs. Tronda Popham, Procurement Director

Mr. Swain Still, Solid Waste & Recycling Director Sur 1 Mil From:

Subject: Sole Source Justification Conveyor

County Council approved the purchase of a Harris Badger baler on June 21, 2022 from Criegler Enterprises, Inc. Due to extreme increases in cost of materials, it was not possible to procure a new conveyor in FY22. Funds were provided for the acquisition of a conveyor system in the FY23 budget. Upon researching conveyors, it was decided it would be best to use a Hustler Steel Belt Conveyor system due to the compatibility of the Hustler Conveyor system with the Harris Badger baler and causes no interface problems. Hustler Conveyors have been supplying conveyors for Harris balers for over 30 years. Also, Crigler Enterprises, Inc. is the authorized dealer and service/warranty/repair provider for Hustler Conveyors.

Since Crigler Enterprises is the authorized dealer for both Harris Balers and Hustler Conveyors and provides parts, service and repairs for both pieces of equipment, it would be best suited to sole source the conveyor to Crigler Enterprises in order to streamline installation, as well as, future service, maintenance, and repairs.

# **PROCUREMENT - AGENDA ITEM SUMMARY**

OCONEE COUNTY, SC

	COUNCIL M	EETING DATE	: <u>October 18, 2022</u>
ITEM TITLE:			
Title: Repair Bomag Refuse Compactor Department(s): Solid Waste	Amount:	Estimated: Contingency:	\$74,433.97 \$20,000.00 \$94,433.97
FINANCIAL IMPACT:			
Procurement was approved by Council in Fiscal Year 2022-2023 budget process.  Budget: \$94,433.97 Project Cost: \$94,433.97 Balance: \$	Finance Approval:		
BACKGROUND DESCRIPTION:			
Solid Waste has a 2016 Bomag Refuse Soil Compactor that is used in the landfill to move mater damaged on September 6, 2022 and is in need of repair. Staff is requesting a contingency of \$20 repair.  This repair has been filed with the Insurance Reserve Fund (County Insurance).			
SPECIAL CONSIDERATIONS OR CONCERNS:			
Linder Industrial Machinery of Greer, SC is the Authorized dealer and repair center for Bomag I	Equipment.		
ATTACHMENT(S):			
<ol> <li>Linder Quote / Estimate</li> <li>Linder authorized dealer / service letter</li> </ol>			
STAFF RECOMMENDATION:			
It is the staff's recommendation that Council:			
<ol> <li>Approve the repair of the Bomag Refuse Compactor in the estimated amount of \$74,433 \$94,433.97 to Linder Industrial Machinery of Greer, SC.</li> <li>Authorize the County Administrator to approve and sign any change orders within the compactor in the estimated amount of \$74,433.97 to Linder Industrial Machinery of Greer, SC.</li> </ol>	•	ntingency for a tot	cal amount of
Submitted or Prepared By: Approved for Submittal t Tronda C. Popham, Procurement Director		Brock, County A	
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A calendar with due dates marked may be obtained from the Clerk to Council.





July 1, 2022

**Attn: Oconee County** 

To Whom it May Concern

Ref: Sole Source Distributor - BOMAG Heavy Compaction Equipment

Let this letter serve notice that Linder Industrial Machinery is the sole source distributor of BOMAG Heavy Compaction Equipment in Florida, South Carolina, and North Carolina

https://www.linderco.com/

If you have any further questions, please contact me directly at 407.921.2254

Regards,

Steve Chancey

**Steve Chancey** 

Territory Manager Cell phone: +1 407-921-2254 <u>mailto:steve.chancey@bomag.com</u> http://www.bomag.com ESTIMATE NO DATE
E28001751 09-27-22

LINDER INDUSTRIAL MACHINERY 525 OLD JONES ROAD GREER SC 29651

CUSTOMER NO PAGE NO BP0008529 1

PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# 16741

INVOICE TO:

OCONEE COUNTY VEHICLE MAINT 15026 WELLS HWY SENECA SC 29678 WORK SITE:

LINDER INDUSTRIAL MACHINERY 525 OLD JONES ROAD GREER SC 29651

SALESMAN:

GOOD THRU: 10-27-22

CONTACT : EMAIL

REF: 16741

BOMAG MODEL:BC 772 RB-4 S/N:101570021030 CUST UNIT: UNIT:E00060319

SEGMENT: 1 ESTIMATE TO REPAIR DAMAGED COMPACTOR CUSTOMER FIELD SERVICE

BOMAG MODEL:BC 772 RB-4 S/N:101570021030 CUST UNIT: UNIT:E00060319

WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
05581161	Gas spring	2		0.00	108.64
09170204	Cotter pin DIN 94-	4	2.25	0.00	9,00
08690816	WASHER DIN 1440-8-		5.05	0.00	40.40
07140820	SCRW-HEX-M8x18-8.8	2	3.01	0.00	6.02
08752084	08752084	2	1.93	0.00	3,86
06415242	Bow handle	1	72.96	0.00	72.96
57300506	Lack	1	406.93	0.00	406.93
07140626	SCRW-HEX-M6x16-8.8	6	2,36	0.00	14.16
08751064	Spring Washer DIN	12	1.83	0.00	21.96
08110620	NUT-HEX-M6-10-GS	6	3,00	0.00	18.00
07140842	SCRW-HEX-M8x30-8.8	6	1,29	0.00	7.74
07140834	SCRW-HEX-M8x25-8.8	4	4.61	0.00	18.4 <del>4</del>
08752084	08752084	16	1.93	0.00	30.88
08110813	NUT-HEX-M8-10-GS	6	1.72	0.00	10.32
51130405	Flat steel	2	9.02	0.00	18.04
05939100	Hinge	2	64.34	0.00	128.68
57010253	Grid	1	274.63	0.00	274.63
07140834	SCRW-HEX-M8x25-8.8	10	4,61	0.00	46.10
08752084	08752084	20	1,93	0.00	38.60
08110813	NUT-HEX-M8-10-GS	10	1.72	0.00	17.20
57010096	Angle	1	210.48	0.00	210.48
07141245	Hexagon bolt	22	3.44	0.00	75.68
08752130	SPRING WASHER	44	4.21	0.00	185.24
08111218	NUT-HEX-M12-10-GS	22	3,22	0.00	70.84
05540214	Straight fitting	1	140.32	0.00	140.32
05542125	Angular union WN55	1	16,63	0.00	16.63
	-				

ESTIMATE NO DATE E26001751 09-27-22 LINDER INDUSTRIAL MACHINERY 525 OLD JONES ROAD GREER SC 29651

CUSTOMER NO BP0008529 PAGE NO

PAYMENT TERMS N10 PROX

2

Service Estimate

CUSTOMER RFQ# 16741

TEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
05540213	Straight fitting	1	14.23	0.00	14.23
07141238	SCRW-HEX-M12x35-8.	4	3,22	0,00	12.88
05801601	Washer	4	56.93	0.00	227.72
05985187	Kit,seal	1	1.595.66	0,00	1,595.66
07993014	Hydraulic Oil Filt	1	144.26	0.00	144.26
06220882	Loop ring 88,57X2,	5	3.33	0.00	16.65
• • • • • • • • • • • • • • • • • • • •	Filter element, hyd	4	134.69	0,00	538.76
07993022	Hydraulic oil 20	12	256,58	0.00	3,078,96
00993009	Engine hood	1	17,039.10	0.00	17,039.10
57011388		1	4.670.71	0.00	4,670.71
57011484	Flap Tandem pump R90223	1	24,416.02	0.00	24,416.02
25802679	ESTIMATED FREIGHT	1.00	5,500.00	****	5,500.00
	FLAT FEE MILEAGE	1.00	1,500.00		1,500.00
	FLAT FEE MILEAGE	1,00	1,300.00		9,540,00
LABOR					,
	OTAL: ARTS 9,540.00 LABOR	7,000.0	O MISC.	4,147.27 TAX	74,433.97 TOTAL

	TOTAL(USD)	74,433.97
	SALES TAX	4,147.27
	MISC.	7,000.00
	LABOR	9,540.00
	PARTS	53,746.70
П		1

CUSTOMER ACCEPTANCE

CUSTOMER PO

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

**COUNCIL MEETING DATE: October 18, 2022** 

ITEM TITLE:	
Title: Installation of Groundwater Monitoring Wells	Amount: \$87,070.00
FINANCIAL IMPACT:	
Procurement was approved by Council in Fiscal Year 2022-2023 budget process.  Budget: \$87,070.00 Project Cost: \$87,070.00 Balance: \$	Finance Approval:
BACKGROUND DESCRIPTION:	
At the April 19, 2022 Council meeting, Council approved the award of RFP 21-14 to Smith Gard option to extend the contract for four (4) consecutive one (1) year terms. At the July 19, 2022 Co Gardner to provide engineering services for groundwater and stream water sampling and monitor analysis and submission of annual reports to SCDHEC.	uncil meeting, Council approved to contract with Smith
The engineering for groundwater and stream water monitoring yielded the need for the addition of the monitoring well network. The additional wells are needed to better understand groundwater mitigating effects of ongoing remedial efforts of groundwater impacts.	
ATTACHMENT(S):	
1. Smith Gardner proposal dated September 12, 2022	
STAFF RECOMMENDATION:	
It is the staff's recommendation that Council approve the installation of additional groundwater in the amount \$87,070.00.	nonitoring wells to Smith Gardner, Inc., of Raleigh, NC in
Submitted or Prepared By: Approved for Submittal to Tronda C. Popham, Procurement Director	Council:Amanda F. Brock, County Administrator

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

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

TFI

WFR



September 12, 2022

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

RE: Proposal for Installation of Additional Groundwater Monitoring Wells Seneca Landfills

Oconee County, South Carolina

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit the following scope of work and cost proposal for professional environmental services to Oconee County (County). It is our understanding that the County wishes to enhance the groundwater monitoring well network at the Seneca Landfills facility (Site) in the area to the east of the closed Class Three landfill and Speeds Creek, which parallels the eastern boundary of the closed Class Three landfill. The additional, permanent groundwater monitoring wells are needed to better understand groundwater quality to the east of Speeds Creek, and to aid in assessing the mitigating effects of ongoing remedial efforts (pilot study) addressing groundwater impacts related to the closed Class 3 landfill. Expansion of the Site monitoring well network will require approval by the South Carolina Department of Health and Environmental Control (SCDHEC or Department).

Provided below is a scope of work to conduct the monitoring well network expansion, followed by an estimated cost for completion of the project. It should be noted that the scope of work outlined below may be modified as a result of input from the SCDHEC.

#### SCOPE OF WORK

#### Task 1: Work Plan Preparation

Prior to requesting approval from the SCDHEC to expand the monitoring well network, S+G will prepare a work plan identifying the proposed locations of the additional monitoring wells, detailing the methodology for the installation of the wells, and discussing the introduction of the new wells into the Site sampling routine. A draft of the work plan will be provided to the County for comment. The work plan will then be incorporated into a monitoring well installation application.

#### Task 2: SCDHEC Approval

Approval to install the additional, permanent groundwater monitoring wells must be provided by the SCDHEC prior to implementing the installation activities. S+G will prepare a well permit application for submittal to the SCDHEC. Feedback from the SCDHEC may affect the scope of work and costs provided in this proposal.

#### Task 3: Monitoring Well Installation

The additional permanent monitoring wells will be installed in accordance with the South Carolina Well Standards (R.61-71). The permanent monitoring wells will be installed utilizing sonic drilling techniques. Drilling equipment will be decontaminated prior to use at each borehole location. During the drilling process, continuous soil core samples will be collected from ground surface to the total depth of each borehole to aid in describing the subsurface stratigraphy and selecting the screened zone for the monitoring wells. The permanent monitoring wells will be constructed using 2-inch diameter, flush-threaded, schedule 40 polyvinyl chloride (PVC) casing fitted with a 2-inch diameter, 10-foot long, PVC, factory milled, 0.01-inch slot size, screened section. Total well depths and placement of the screened intervals will be determined by an experienced S+G geologist in the field and will based on location-specific data needs, local geology, and depth to the static water table. Well pairs consisting of a shallow well, screened in the water table aguifer, coupled with a deeper well, screened at the saprolite/bedrock interface or within the bedrock, will be installed at each proposed well location. For budget purposes, it is assumed that the total depth of each shallow monitoring well will not exceed 40 feet below ground surface (bgs) and each deep well will not exceed 110 feet bgs. A total of four well clusters will be installed.

The wells will be centered within their boreholes while clean silica sand is placed in the annular space surrounding the well screens to a depth of approximately two feet above the top of the screens. The filter pack will be directly overlain by a layer of bentonite chips no less than two feet thick. The filter pack and bentonite seal will be added to the annulus inside the sonic casing as it is pulled from the borehole. This ensures a more complete installation of the filter pack and bentonite seal around the well pipe. The plug will be hydrated and the borehole will be sealed to a depth of approximately six inches bgs using a Portland cement/bentonite grout to allow for the placement of a lockable protective casing around the riser and the completion of a six-inch thick, two-foot by two-foot, concrete well pad. The monitoring wells will be secured with a locking cap and padlock. A vent hole or slit will be installed in the well pipe to prevent the buildup of pressure in the wells. The protective casing of the wells will be permanently marked in accordance with R.61-71 with the specific well identifier, date of installation, total depth, and screen interval.

As-built construction logs of the groundwater monitoring wells will be generated after installation. The well driller will complete a Water Well Record, SCDHEC Form 1903, for submittal to the SCDHEC for each monitoring well installed.

Well development will be performed to remove fine-grained materials from the monitoring wells and to enhance the hydraulic connection between the screen interval and the surrounding aquifer. If not removed, fine-grained materials may clog the well sand pack and screen, potentially diminishing well productivity and preventing the collection of representative groundwater samples. The monitoring wells will be developed no sooner than 24 hours following installation, to allow the well construction materials to set. A combination of pumps and surge blocks may be used for development which will allow for alternately surging and then purging the well until the groundwater is free of visible sediment. A minimum of three well volumes will be removed before a well may be considered developed.

The groundwater monitoring well locations will be surveyed by a South Carolina registered land surveyor. Monitoring well top-of-casing elevations will be referenced to the South Carolina State Plane Grid, NAD83 (2011) horizontal, NAVD88 (Geoid-12B) vertical datum.

#### Task 4: Report Preparation

Following installation and development of the monitoring wells, S+G will prepare a letter report documenting the well installations. The well construction logs and the appropriate SCDHEC well forms will be included in the letter report.

#### BUDGET

S+G proposes to undertake the above scope of work on a time and materials basis for estimated costs as outlined below:

Task		Budget Estimate
Task 1 – Work Plan Preparation		\$5,000.00
Task 2 – SCDHEC Approval		\$1,000.00
Task 3 – Monitoring Well Installation		\$75,070.00
Task 4 – Report Preparation		\$6,000.00
	Total:	\$87,070.00

The following assumptions were used in determining the estimated costs:

- The cost does not include meetings with Department officials, if requested, or responses to comments from the SCDHEC;
- Only Level D Personal Protective Equipment (PPE) will be required;
- The drilling locations will be accessible by a truck or track-mounted drill rig;
- Drilling and development activities can be completed in seven (7) days;
- Sonic drilling techniques will be utilized;
- A maximum of four (4) well pairs will be installed;
- Deep monitoring wells will be installed at depths no greater than 110 feet bls;
- Groundwater sample collection and analysis is not included;
- Potable water will be available at the landfill facility for drilling and equipment decontamination; and
- Soil cuttings, well development water, and decontamination fluids will not be containerized.

This is a time and materials, not-to-exceed budget (only actual labor and expenses will be invoiced), and will not be exceeded without prior approval from the County.

#### **SCHEDULE**

S+G is prepared to begin work on this project immediately upon authorization to proceed. It is expected that a draft work plan can be completed in approximately two weeks. Upon receipt of comments from Oconee County on the draft work plan, a final plan will be prepared and incorporated into a monitoring well application, which will be submitted to the SCDHEC for approval.

We appreciate the opportunity to work with Oconee County on this project. If you have any questions, or require further information, please contact Kevin Anderson at (919) 828-0577.

Sincerely, SMITH GARDNER, INC.

Bobby Wolf, P.G. Senior Geologist, ext. 303

bobby@smithgardnerinc.com

C. Kevin Anderson, P.G. Senior Geologist, ext. 223

kevin@smithgardnerinc.com

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

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

#### 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.

#### PUBLISHER'S AFFIDAVIT

#### STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL IN RE: Public Hearing, October 18

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 <u>THE JOURNAL</u>, 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 <u>10/01/2022</u> 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 10/01/2022

Jessica Wells

Notary Public State of South Carolina

My Commission Expires November 13, 2030





Suite 1, Clemeon, SC 29631. To object to the issuance of this license and or permit, you must submit Form ABL-20, postmarked no later than October 2, 2022.

Mail protests to SCDOR, ABL Section, P.O. Box 125 Columbia, SC 29214-0907 or email to ABL@dor. sc.gov

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS C/A NO: 2022CP3700054

Flagstar Bank, PLAINTIFF,

you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S) AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:
YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days

YOU ARE FURTHER SUM-MONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

YOU WILL ALSO TAKE NO-TICE that pursuant to Rule 53(b) SCRCP, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Oconee County, which Order shall, pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action. a jury trial, any party may file a demand under rule 38, SCRCP and the case will be returned to

the Circuit Court.

NOTICE OF FILING COMPLAINT
NOTICE IS HEREBY GIVEN that
the original Complaint in the above
entitled action, together with the
Summons, was filed in the Office
of the Clerk of Court for Oconee
County on January 26, 2022 at
9:16 a.m.
PLEASE TAKE NOTICE THAT

PLEASE TAKE NOTICE THAT pursuant to the Supreme Court of South Carolina Administrative Order 2011-05-02-01, you may be eligible for foreclosure intervention programs for the purpose of resolving the above-referenced foreclosure action. If you wish to Attorney for Plaintiff

There will be a public hearing held at 6 p.m. Tuesday, October 18, 2022 in Oconee County Council Chambers located at 415 S. Pine Street, Walhalla, SC for the following

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 RIGHTOF-WAYS; AND OTHER MATTERS RELATED THERETO.

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.



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# **PUBLIC HEARING SIGN IN SHEET**

# **Oconee County Council Meeting**

October 18,  $2022 \sim 6:00$  p.m.

**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.

**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.

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 2022-23	Ordinane 2022-25
1. Lucretia Morgan	2022-23	<u> </u>	
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15.			



# **Public Comment** SIGN IN SHEET 6:00 PM

# October 18, 2022

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

# PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
. 1	DAVID DIAL	URBON PLONNER
2	Sames Di Giacomo	Achieving Diversity
3		
4	JOHN MORREY	ORDENCES / ROADS
5	Frankie Pearson	TAX
6	Jako Marangill	
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# \*BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	55,149,500.00	2,003,257.47	4,706,681.47	0.00	50,442,818.53	91
081 State Revenue	3,918,343.00	855,574.79	855,574.79	0.00	3,062,768.21	78
082 Federal Revenue	199,500.00	6,838.15	7,514.65	0.00	191,985.35	96
090 Other Financing Sources	1,729,677.00	6,259.28	6,259.28	0.00	1,723,417.72	100
010 General Fund	60,997,020.00	2,871,929.69	5,576,030.19	0.00	55,420,989.81	91

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 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	10
101 Sheriff	11,117,096.73	822,637.90	2,520,124.32	148,426.66	8,448,545.75	7
103 Coroner	373,596.00	22,250.09	69,629.73	42,803.06	261,163.21	7
104 Communications	1,951,158.00	132,294.54	480,965.84	8,183.03	1,462,009.13	7
106 Law Enforcement Center	5,221,497.00	434,961.34	1,182,552.76	732,864.91	3,306,079.33	6
107 Ems & Fire Services	6,951,199.34	292,767.73	878,151.40	619,006.64	5,454,041.30	7
110 Animal Control	732,662.25	74,967.63	188,924.32	5,467.60	538,270.33	7
120 Sheriff'S Bailiffs	0.00	4,071.02	12,001.92	0.00	-12,001.92	
202 Parks, Recreation, & Tour	977,004.00	49,543.11	230,678.53	1,314.65	745,010.82	7
203 High Falls Park	453,196.00	45,579.63	141,746.44	393.41	311,056.15	6
204 South Cove Park	601,882.00	43,791.66	148,772.19	0.00	453,109.81	7
205 Chau Ram Park	407,469.00	29,834.62	101,081.94	1,840.08	304,546.98	7
206 Library	1,576,359.00	107,684.94	419,132.34	7,132.71	1,150,093.95	7
301 Assessor	1,096,607.00	122,394.95	291,486.58	34,434.54	770,685.88	7
302 Auditor	667,476.00	43,983.85	137,276.50	97,638.83	432,560.67	6
303 Brd Of Assessment Appeals	7,526.00	194.43	1,231.67	0.00	6,294.33	8
305 Delinquent Tax	448,571.00	33,912.38	109,082.66	127,056.46	212,431.88	4
306 Treasurer	706,729.00	72,369.28	186,398.15	75,523.46	444,807.39	6
402 Dept Of Social Services	12,700.00	960.42	2,864.65	0.00	9,835.35	7
403 Health Department	29,150.00	2,284.08	4,398.99	0.00	24,751.01	8
404 Veterans' Affairs	235,175.00	18,138.99	52,492.99	1,280.78	181,401.23	7
501 Clerk Of Court	788,291.00	52,818.72	208,622.07	6,021.73	573,647.20	7
502 Probate Court	384,245.00	26,452.46	83,507.19	2,943.01	297,794.80	7
504 Solicitor	1,005,004.00	67,948.92	212,013.39	0.00	792,990.61	7
509 Magistrate	989,790.00	65,412.85	197,286.34	29,674.85	762,828.81	7
510 Public Defender	250,000.00	0.00	0.00	0.00	250,000.00	10
601 Road Department	3,143,133.00	199,696.98	653,421.67	10,939.75	2,478,771.58	7
702 Building Codes	734,647.00	49,220.99	173,273.89	77,429.76	483,943.35	6
704 County Council	322,151.00	33,112.61	89,153.29	54,166.14	178,831.57	
705 Direct Aid	829,367.00	652.48	168,646.32	0.00	660,720.68	8
706 Delegation	102,957.00	984.29	4,322.48	663.42	97,971.10	9
707 Economic Development	665,752.00	54,865.62	149,663.60	2,818.44	513,269.96	
708 Finance Department	715,308.00	49,932.93	194,288.51	3,712.16	517,307.33	6
709 Non-Departmental	3,249,958.14	55,843.76	487,250.32	212,335.87	2,550,371.95	
710 Human Resources	423,817.00	35,104.85	95,799.27	2,672.46	325,345.27	
711 Information Technology	1,329,845.28	103,415.98	282,114.42	94,907.28	952,823.58	
712 Planning Department	444,572.00	43,982.30		3,065.69	348,178.90	
713 Procurement	250,378.00	19,731.41	63,518.73	1,526.62	185,332.65	
714 Facilities Maintenance	1,460,350.00	111,471.51	333,059.27	2,944.08	1,124,346.65	

## **BUDGET REPORT BY FUND - EXPENDITURE**

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
715 Registration & Elections	298,458.00	17,824.36	106,623.35	6,420.70	185,413.95	62
716 Soil & Water Conservation	81,981.00	4,361.11	13,772.82	9,600.00	58,608.18	71
717 Administrator'S Office	791,476.00	49,332.21	116,789.01	41,190.30	633,496.69	80
718 Solid Waste Department	6,505,410.90	474,127.57	1,137,228.93	2,420,744.22	2,947,437.75	45
720 Airport	2,626,285.50	175,154.78	574,133.62	1,081,154.25	970,997.63	37
721 Vehicle Maintenance	1,050,423.00	70,563.49	234,707.84	4,418.30	811,296.86	77
735 Register Of Deeds	341,909.00	23,209.79	76,624.24	43,931.31	221,353.45	65
741 County Attorney	404,792.00	35,758.04	93,921.95	2,166.04	308,704.01	76
799 Poll Workers	6,000.00	0.00	9,943.36	0.00	-3,943.36	-66
010 General Fund	64,735,922.28	4,175,602.60	13,012,007.21	6,018,813.20	45,705,101.87	71

### BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 09/30/2022

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	516,378.67	1,652,050.13	0.00	5,830,117.61	78
017 Rock Quarry Enterprise Fund	7,482,167.74	516,378.67	1,652,050.13	0.00	5,830,117.61	78

# BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 09/30/2022

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	553,970.45	1,709,663.33	1,224,791.25	4,059,308.16	58
017 Rock Quarry Enterprise Fund	7,993,762.74	553,970.45	1,709,663.33	1,224,791.25	5,059,308.16	63

## BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protect	tion Srf					
080 Local Revenue	1,603,817.48	16,728.08	58,304.77	0.00	1,545,512.71	96
020 Uninc Emergency Services Protection Srf	1,603,817.48	16,728.08	58,304.77	0.00	1,545,512,71	96

### BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protect	tion Srf					
107 Ems & Fire Services	1,403,817.48	10,799.55	28,905.22	56,167.48	1,318,744.78	94
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	10,799.55	28,905.22	56,167.48	1,518,744.78	95

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	РСТ
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,857,268.00	15,531.98	172,769.47	0.00	1,684,498.53	91
090 County Debt Service Fund	1,857,268.00	15,531.98	172,769.47	0.00	1,684,498.53	91

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
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	0.00	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	0.00	1,955.66	0.00	1,855,312.34	100

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	54,000.00	0.00	10,913.09	0.00	43,086.91	80
090 Other Financing Sources	40,000.00	0.00	0.00	0.00	40,000.00	100
210 Sheriff'S Victims Assistance Srf	94,000.00	0.00	10,913.09	0.00	83,086.91	88

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf	-					
114 Sheriff'S Victims Assist.	123,336.00	9,016.57	29,696.81	0.00	93,639.19	76
210 Sheriff'S Victims Assistance Srf	123,336.00	9,016.57	29,696.81	0.00	93,639.19	76

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 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	1,945.60	0.00	22,054.40	92
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	1,945.60	0.00	67,054.40	97

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf	A A SECTION					
512 Solicitor'S Victims Asst	77,532.00	6,063.84	17,923.29	0.00	59,608.71	77
215 Solicitor'S Victims Assistance Srf	77,532.00	6,063.84	17,923.29	0.00	59,608.71	77

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev.	Fund					
080 Local Revenue	444,644.25	11,294.00	11,294.00	0.00	433,350.25	97
081 State Revenue	270,000.00	353,207.36	353,207.36	0.00	-83,207.36	-31
225 911 Communications Spec. Rev. Fund	714,644.25	364,501.36	364,501.36	0.00	350,142.89	49

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 09/30/2022

Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev.	Fund					
104 Communications	1,208,644.25	16,457.77	363,636.86	230,208.65	614,798.74	51
225 911 Communications Spec. Rev. Fund	1,208,644.25	16,457.77	363,636.86	230,208.65	614,798.74	51

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 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	19,672.37	67,996.35	0.00	1,757,003.65	96
250 Tri-County Technical College Srf	1,825,000.00	19,672.37	67,996.35	0.00	1,757,003.65	96

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 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: 09/30/2022 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	13,791.00	47,095.88	0.00	4,933,801.44	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	13,791.00	47,095.88	0.00	5,153,801.44	99

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 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	60,378.96	112,744.48	4,476,100.28	1,657,052.56	27
260 Road Maintenance Tax Srf	6,245,897.32	60,378.96	112,744.48	4,476,100.28	1,657,052.56	27

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Ideal Remaining Percent: 75 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	РСТ
Fund: 315 Economic Development Cap. Pro	. Fund					
080 Local Revenue	1,236,212.68	16,881.84	375,024.55	0.00	861,188.13	70
315 Economic Development Cap. Proj. Fund	1,236,212.68	16,881.84	375,024.55	0.00	861,188.13	70

Economic Development and Parks Recreation Tourism Capital Project Fund have not been allocated through the tax software until this year.

- 46% of the Revenue belongs to Economic Development
- 54% belongs to Parks Recreation Tourism.

This will show correctly starting with the October monthly reports, that you will receive in November.

Economic Development	46%	115,876.99
Parks Recreation & Tour	54%	136,029.52
Total Tax Collected		251,906.51

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj	. Fund					
202 Parks, Recreation, & Tour	3,412.55	11,637.59	11,637.59	0.00	-8,225.04	-241
707 Economic Development	1,232,800.13	19,926.09	25,685.67	3,079.00	1,204,035.46	98
315 Economic Development Cap. Proj. Fund	1,236,212.68	31,563.68	37,323.26	3,079.00	1,195,810.42	97

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 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	6,557.84	22,402.02	0.00	599,253.89	96
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	6,557.84	22,402.02	0.00	599,253.89	96

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. F	und					
601 Road Department	621,655.91	9,717.68	23,837.50	30,227.91	567,590.50	91
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	9,717.68	23,837.50	30,227.91	567,590.50	91

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 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	13,038.99	44,052.44	0.00	369,085.84	89
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	13,038.99	44,052.44	0.00	494,085.84	92

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County

FY 2022-2023

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	438,387.40	163,235.48	179,489.68	556,015.20	-297,117.48	-68
103 Coroner	39,703.00	0.00	0.00	39,703.00	0.00	C
202 Parks, Recreation, & Tour	47,618.00	0.00	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	0
714 Facilities Maintenance	69,552.00	0.00	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	0
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	163,235.48	371,820.68	1,000,859.80	689,181.24	33

Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

Ideal Remaining Percent: 75 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf	1201					
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

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Fiscal Year Start Date: 07/01/2022 Current Period End Date: 09/30/2022 Oconee County FY 2022-2023

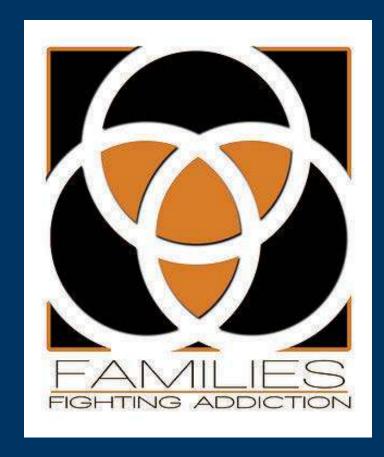
Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	770,000.00	0.00	0.00	13,500.00	756,500.00	98
204 South Cove Park	3,617.50	0.00	0.00	3,617.50	0.00	0
214 Seneca Creek	1,107,537.36	2,686.36	84,899.36	2,551,905.93	-1,529,267.93	-138
330 Parks, Recreation & Tourism Cpf	1,881,154.86	2,686.36	84,899.36	2,569,023.43	-772,767.93	-41

## Christ Central Ministries Oconee and Oconee Addiction Recovery and Solutions Program

Where We Have Been And Where We Are Now







## Where We Have Been and Where We Are Now 2009-2022





## Christ Central Ministries Oconee has been serving Oconee since 2009

## **Focused Areas:**

- Saturday Church- Meals Served on Saturdays to the Less Fortunate in Downtown Seneca
- Families Fighting Addiction-Family Addiction Support
- Oconee Addiction Recovery and Solutions, OARS,-30 Day Residential Program
- Ash Tree Men's Recovery
   Support Program-Six Month
   Residential



# Christ Central Ministries Oconee's mission is to give hope, cultivate change and restore lives for those seeking recovery from substance abuse.

# Each resource or program provided by CCMO has proven positive outcome of the mission we serve by.

## The Old Jail Renovation

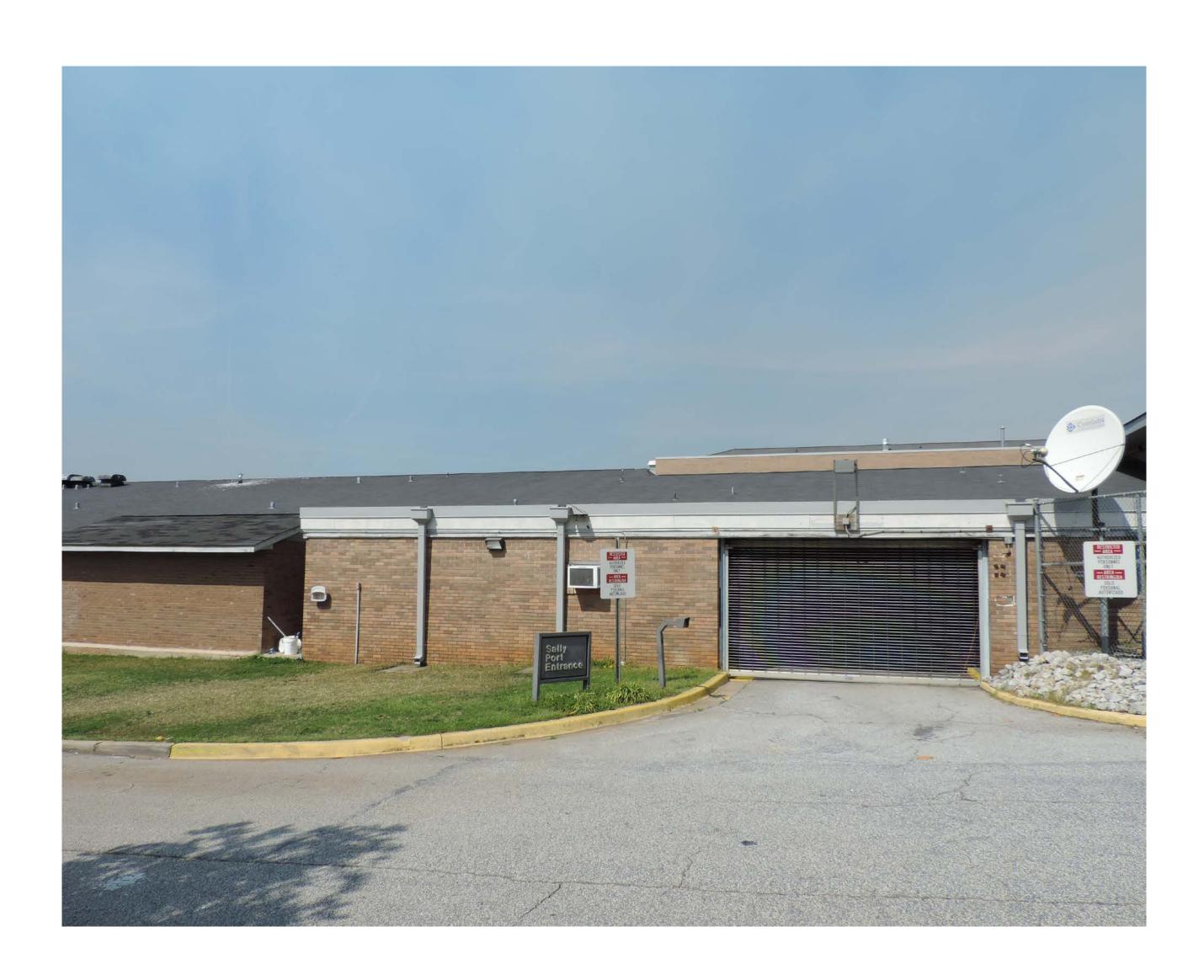
## CCMO/OARS Substance Abuse Facility

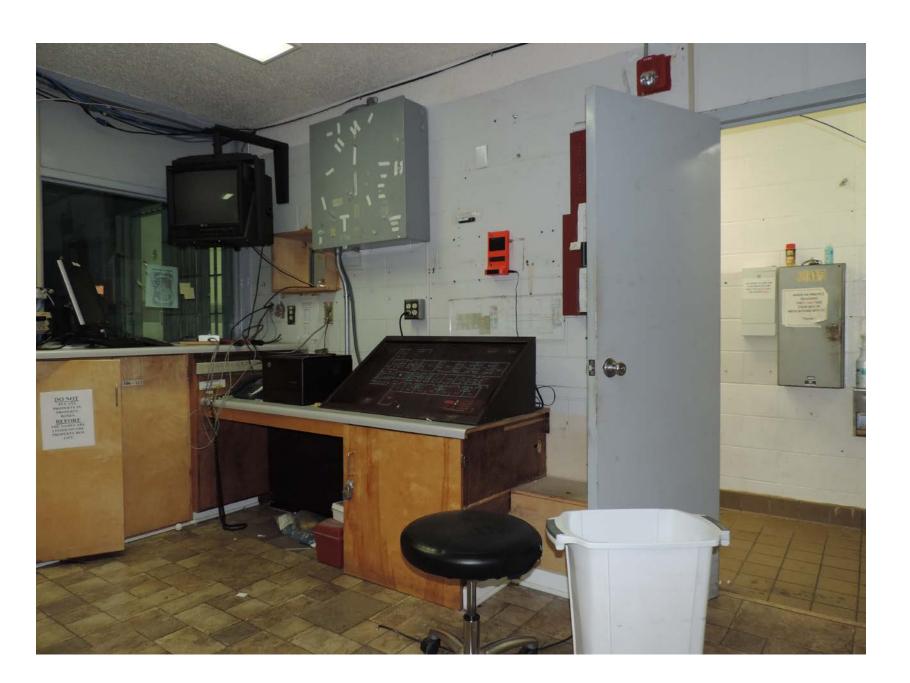
## Renovation to Present

- Thank you for your support by allowing a vision for a community program to be created that we see positive change from.
- In 2016 County Council, County Administrator, and Sheriff Crenshaw took a chance by allowing this opportunity for CCMO.
- This endeavor was not an easy task to accomplish but through God's guidance, Oconee Volunteers, and many hours of work the Old Jail is now a place that is being used to help Substance Use Disorder and helping people to find hope in their darkness.

## Before and After

## Before



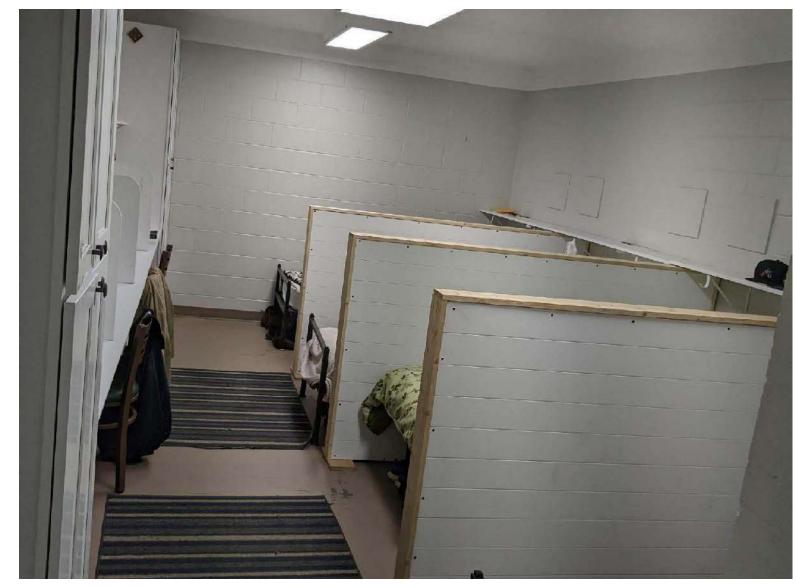




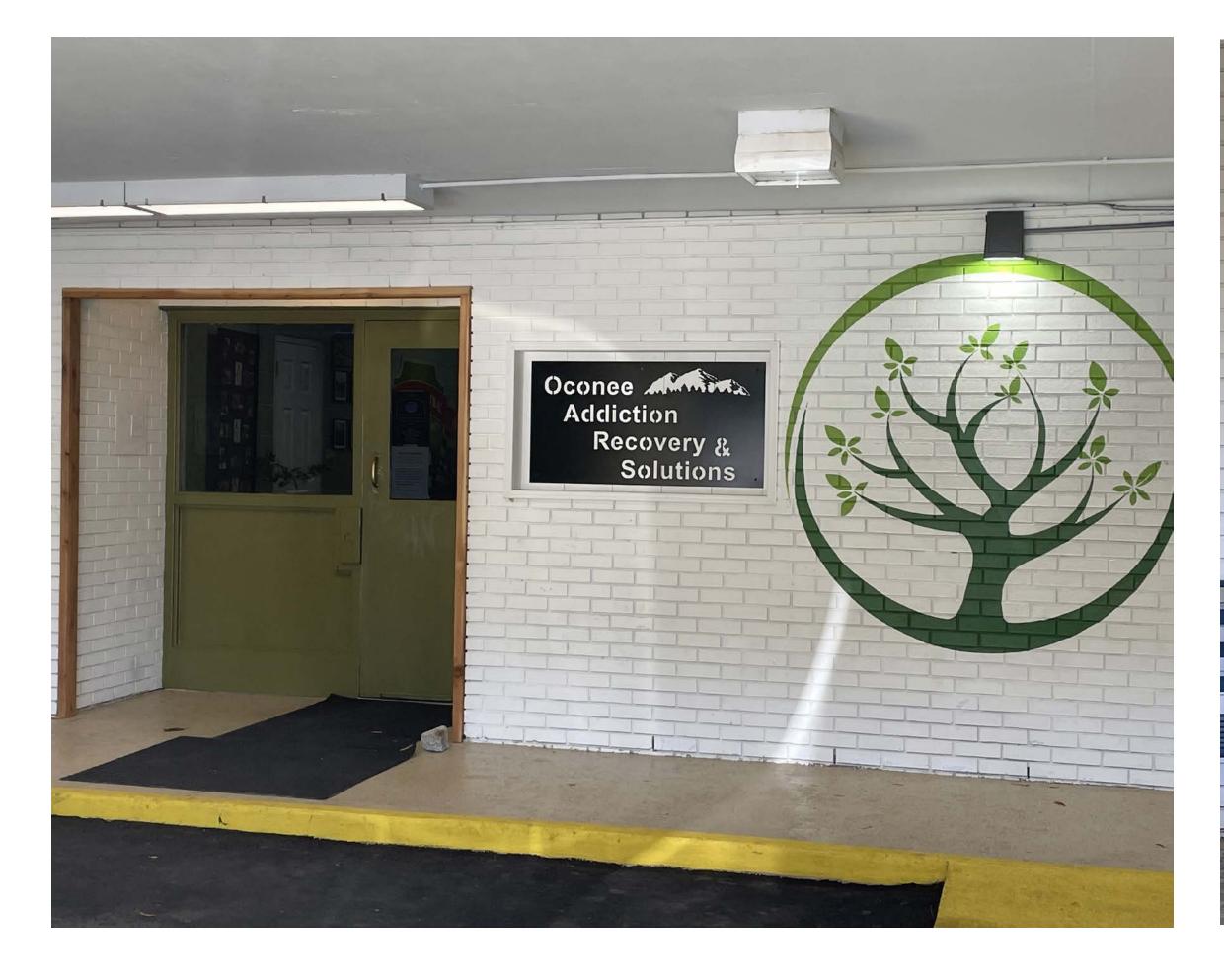
## After







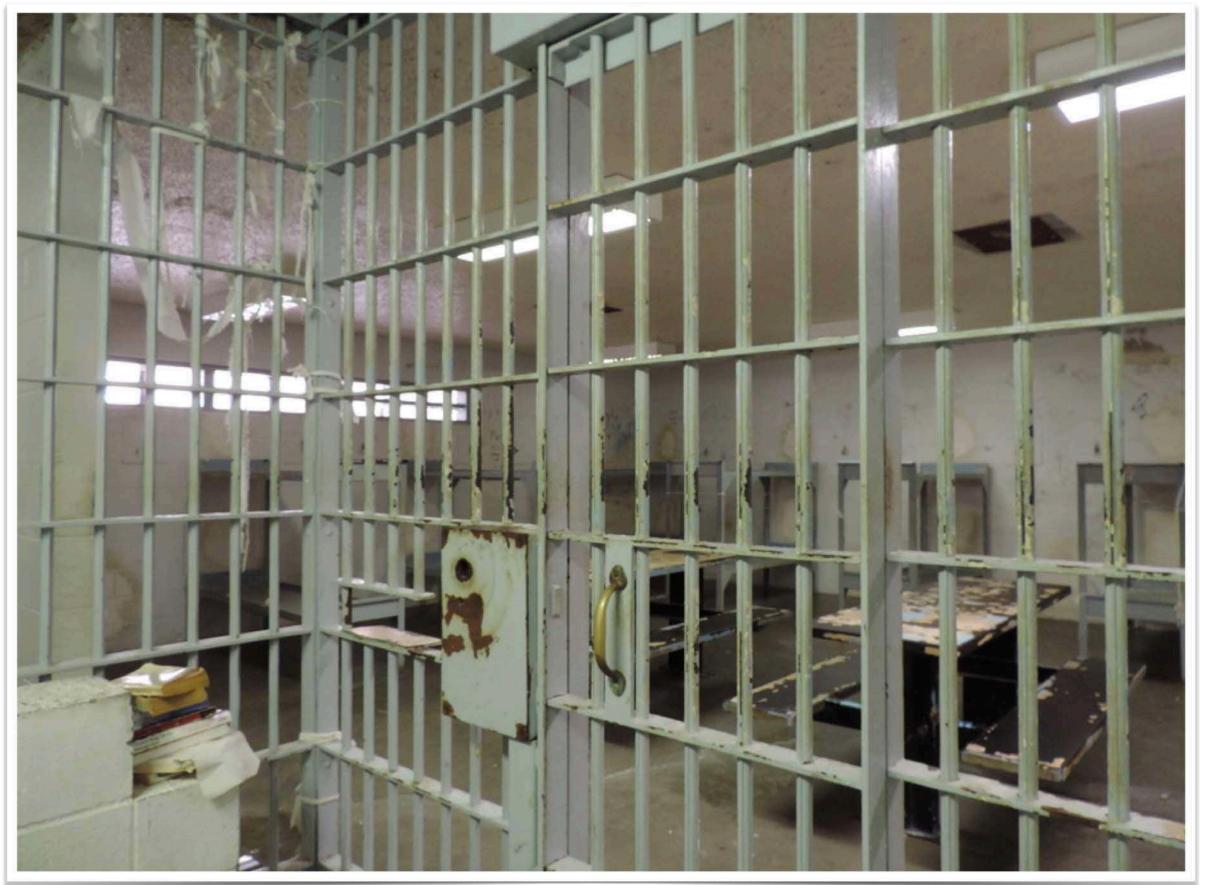
## After



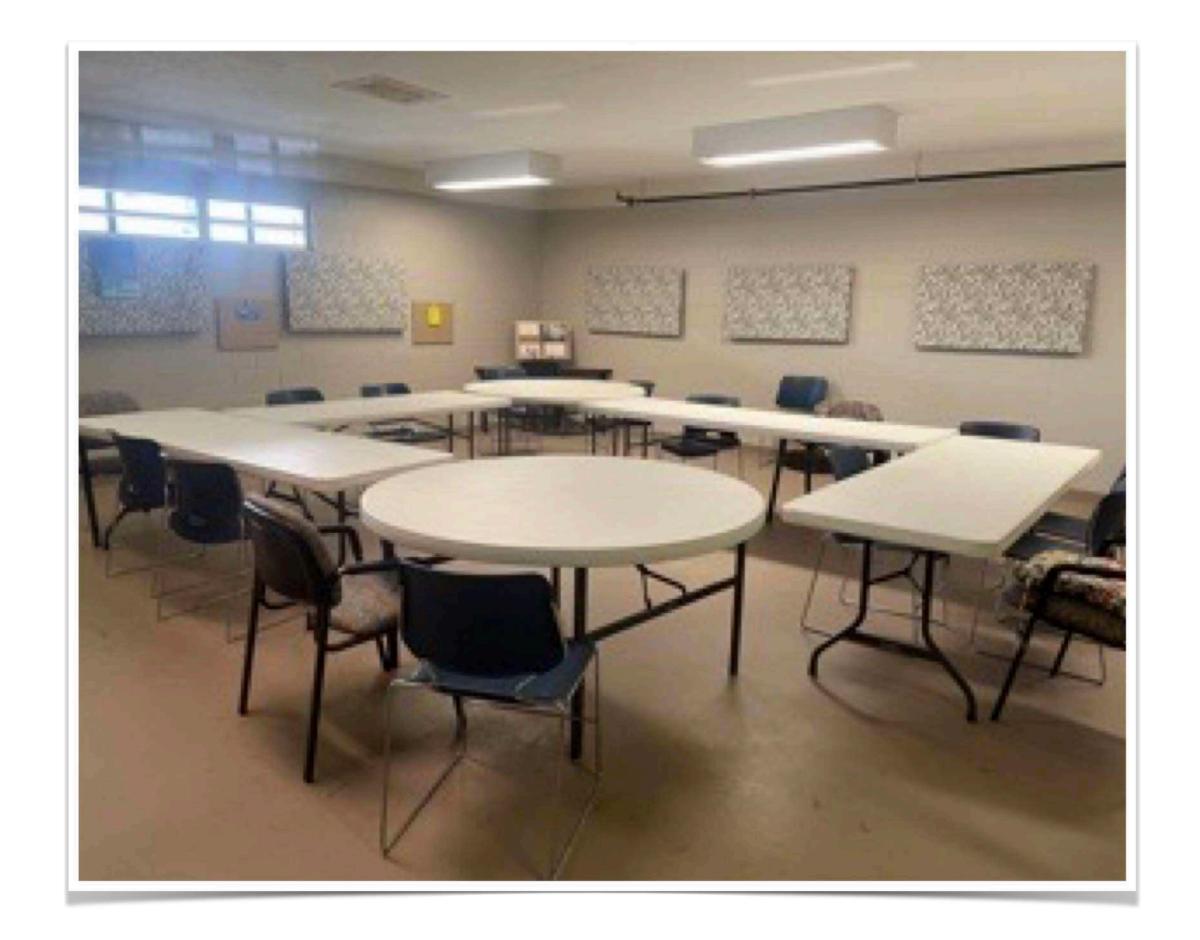


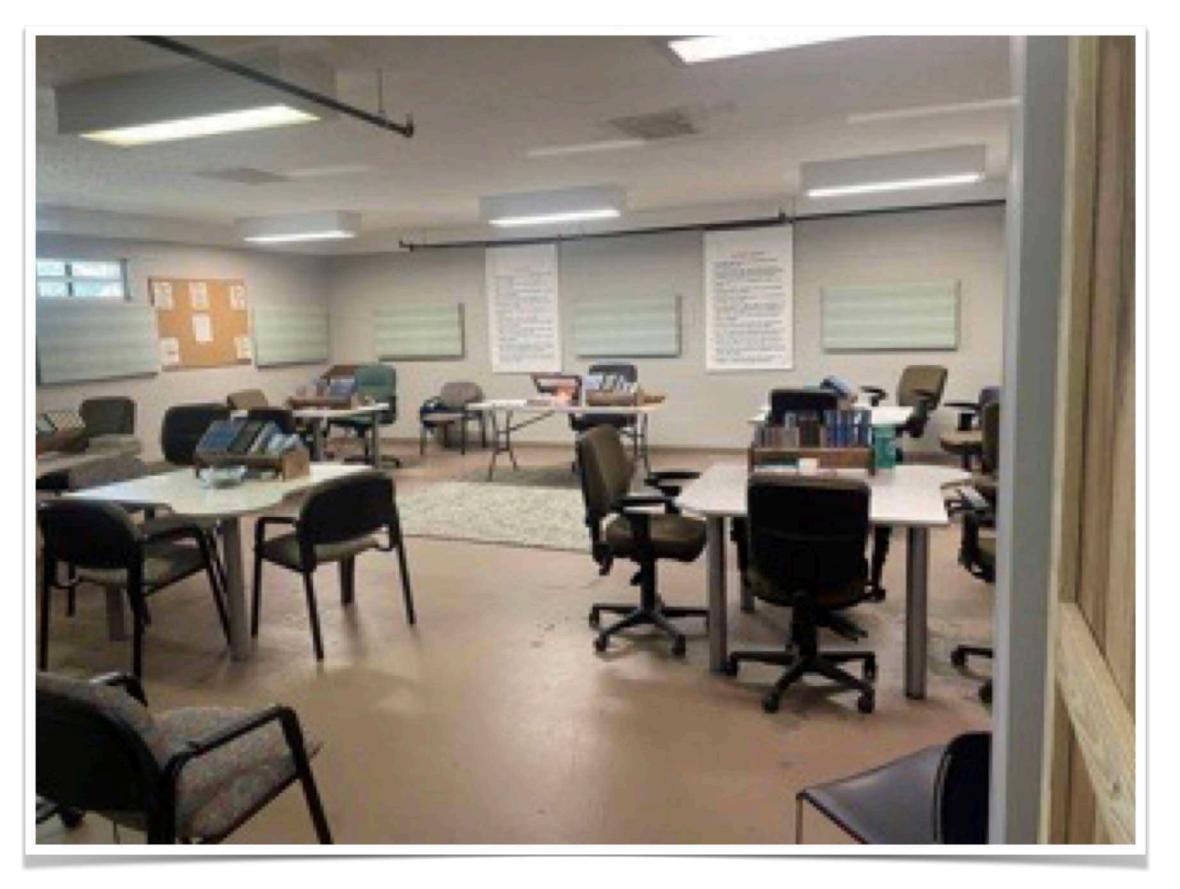
## Before



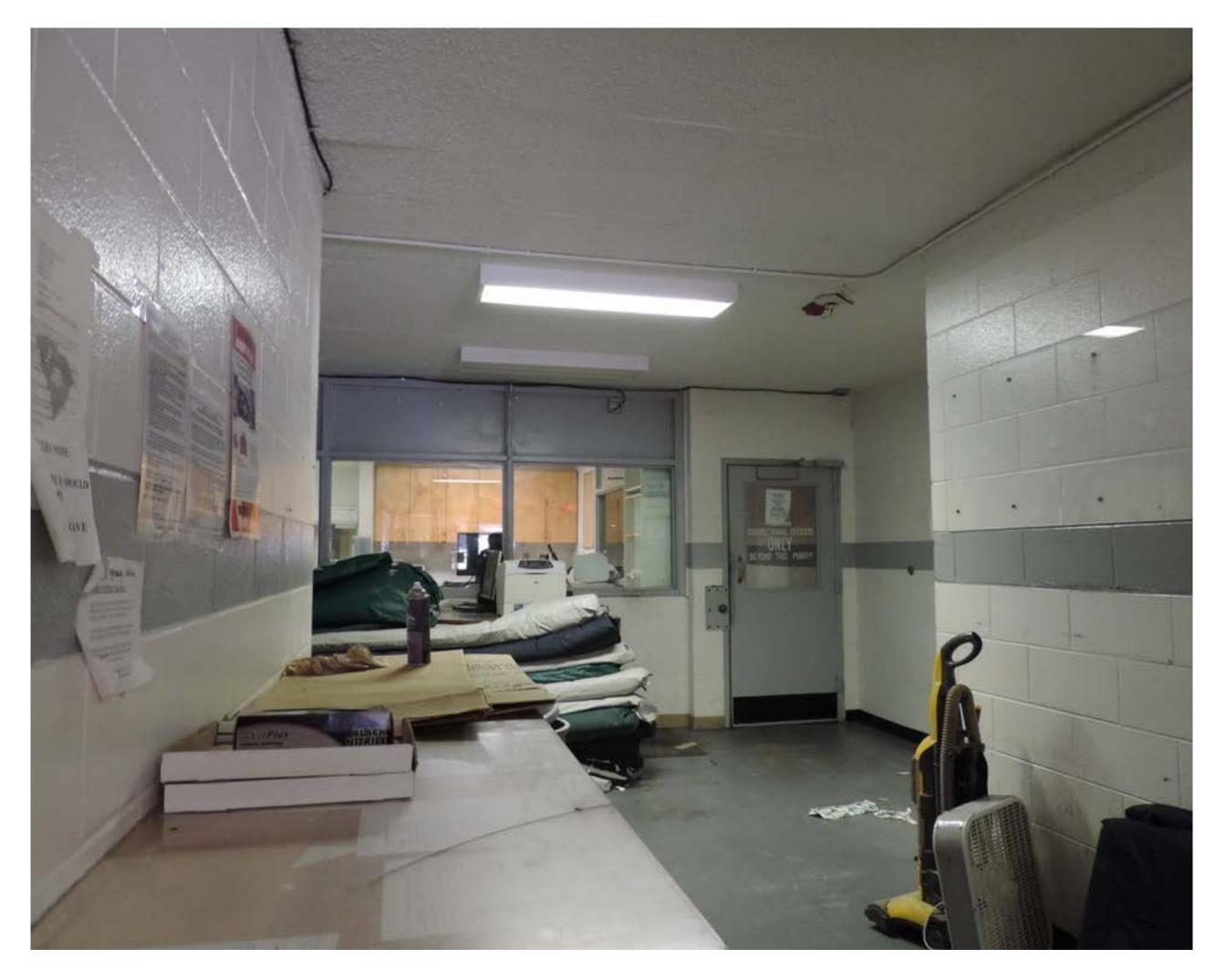


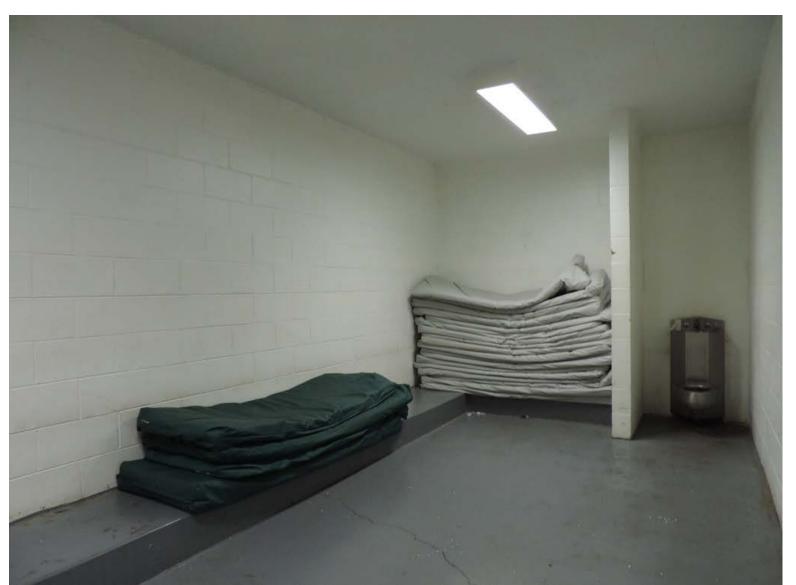
## After





## Before







## After







## After





### Present Endeavors



# Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP)

Awarded in 2021

With the help of County Administrator, Sheriff Crenshaw, and Oconee County Council

#### COSSAP

COSSAP grant allowed OARS to design a program to benefit Oconee County and outer lying Counties in Substance Use Disorder needs.

Purpose of program: Design and implement a collaborative intervention strategy that addresses Substance Use Disorder and (pre-booking or post-booking) treatment alternative-to-incarceration

OARS program, COSSAP, serves individuals at high risk for overdose or substance abuse.

Service is done with evidence-based recovery support services (transitional/recovery housing and peer support) and medication-assisted treatment (MAT).

Typically, inpatient/residential treatment is the avenue of choice for individuals with severe addiction/high risk of overdose/mental instability

Clients live at OAR's facility 30 days or more and may transition to a halfway house.

Client's and OARS facility are with 24 hour supervision, specialist care and counseling. Currently OARS has four full time staff.

OARS provides a structured environment training of ongoing life skills and education through group, individual and family therapy.



# OARS began taking clients into the 30 day residential program on January 24th 2022.

#### Success

Since January 24th:

53 clients have come to the OARS' 30 day residential program

45 successful graduates

44 graduates are Oconee County Citizens

42 graduates are still active in their recovery process presently

42 graduates left with identification cards, medical enrollment, employment, housing or continuation of residential recovery.

Ash Tree Men's Recovery Home has 8 clients in a successful transitional phase.

Each client has full time employment, attend daily recovery groups, learn financial budgeting skills, structure life priorities, and prepare for self sufficiency.

## Out of the 45 graduates

## 12 were considered homeless in Oconee County

#### **OARS Future Plans**

To serve 96 individuals yearly in the 30 day OARS residential program.

Begin 2 month recovery program as an extension to the 30 day residential recovery program that will be operated at the OARS facility.

To provide client's with psychiatric help to those hindered by mental disorders.

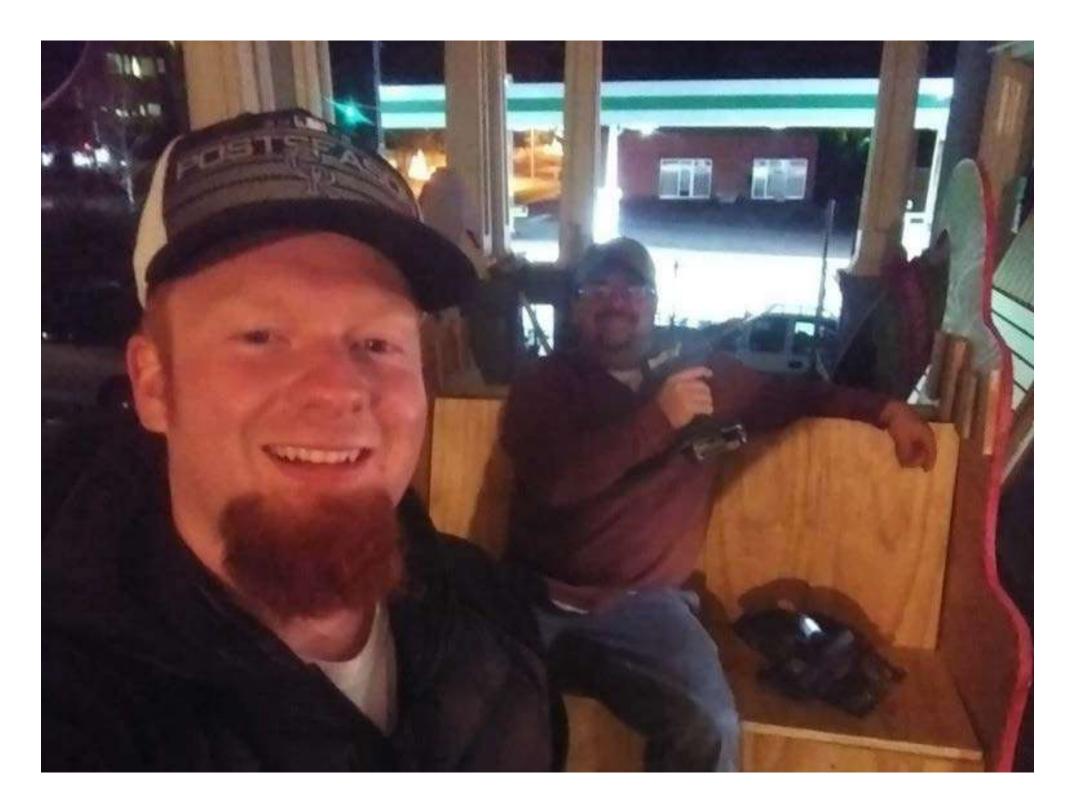
### Just a few Faces of Success











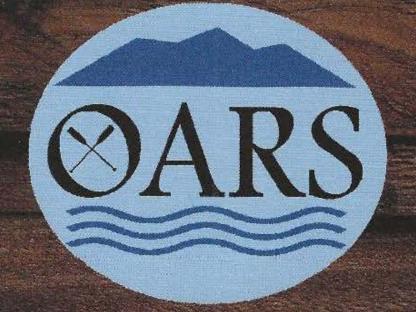












Community Educational Day
Join us for an Open House hosted
by Oconee Addiction Recovery and
Solutions

Join Us October 29th @ 11am-2pm 300a South Church St Walhalla SC, 29691

864-638-3322

ccmoconee@gmail.com

www.oars-recovery.org

#### **Community Education Day**

#### What is the Problem?

 Lack of community awareness of the growing crises of substance use disorder, the resources available to address it, and how they can help.

#### What we are doing about it?

- Forming partnerships and coordinating an education day with other resources in the community to help build awareness and educate them on what is being done and what resources are still needed.
- The Covenant Players will be here re-enacting what substance use disorder looks like

#### What we want to accomplish/impact?

 We invite everyone in the community to be stimulated and get involved as they learn what is being done and how they can participate in the battle

#### How you can help?

- Become part of the CREW Community Recovery Empowerment Warriors by sponsoring one of our clients and recovery coaching
- Join the Fun
- Help judge our pumpkin carving competition, 1\$ equals 1 vote.

## Thank you again for all your help in CCMO/OARS endeavor.

## True change is happening in lives here in Oconee County.

## Oconee County Parks, Recreation & Tourism Capital Projects Update

10.18.22



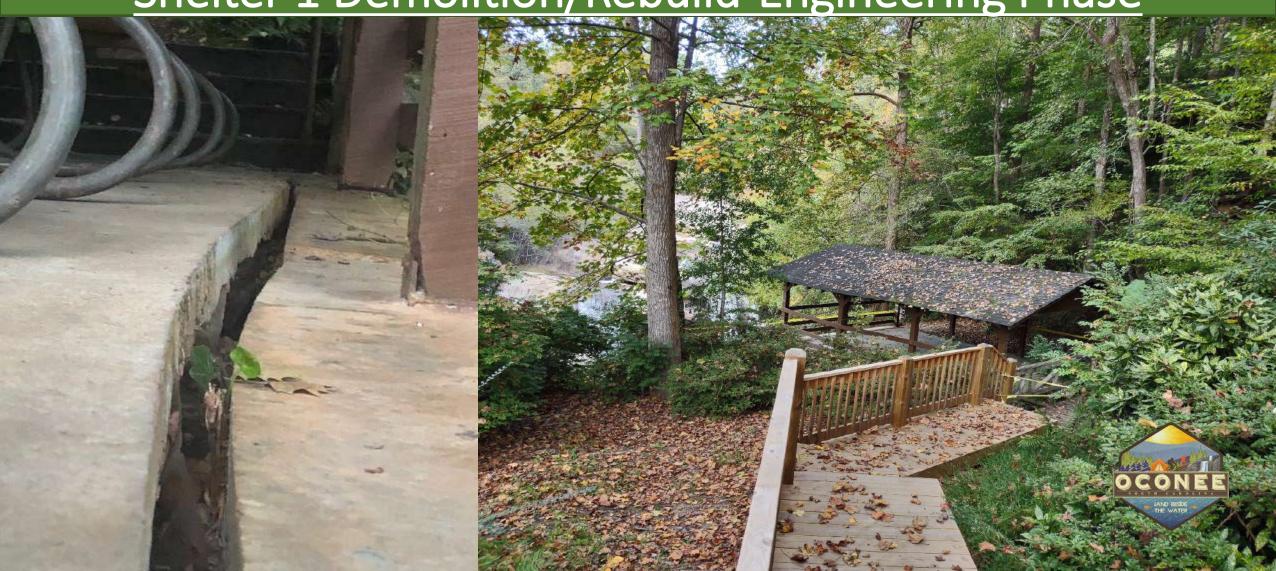
## Oconee County Parks, Recreation & Tourism Capital Projects Update

- 1. Chau Ram Shelter Demo/Rebuild
- 2. Chau Ram Maintenance Building
- 3. Chau Ram Park Master Plan
- 4. High Falls Point Shelter
- 5. High Falls Recreation Building
- 6. High Falls Patio Deck/Mullins Ford Paving
- 7. High Falls Alexander-Cannon-Hill House Preservation Project

- 8. High Falls Shoreline Restoration
- 9. High Falls Park Master Plan
- 10. South Cove Recreation Building
- 11. South Cove Campground Septic
- 12. South Cove Beach Project
- 13. South Cove Tennis/Pickleball Parking
- 14. Seneca Creek Park

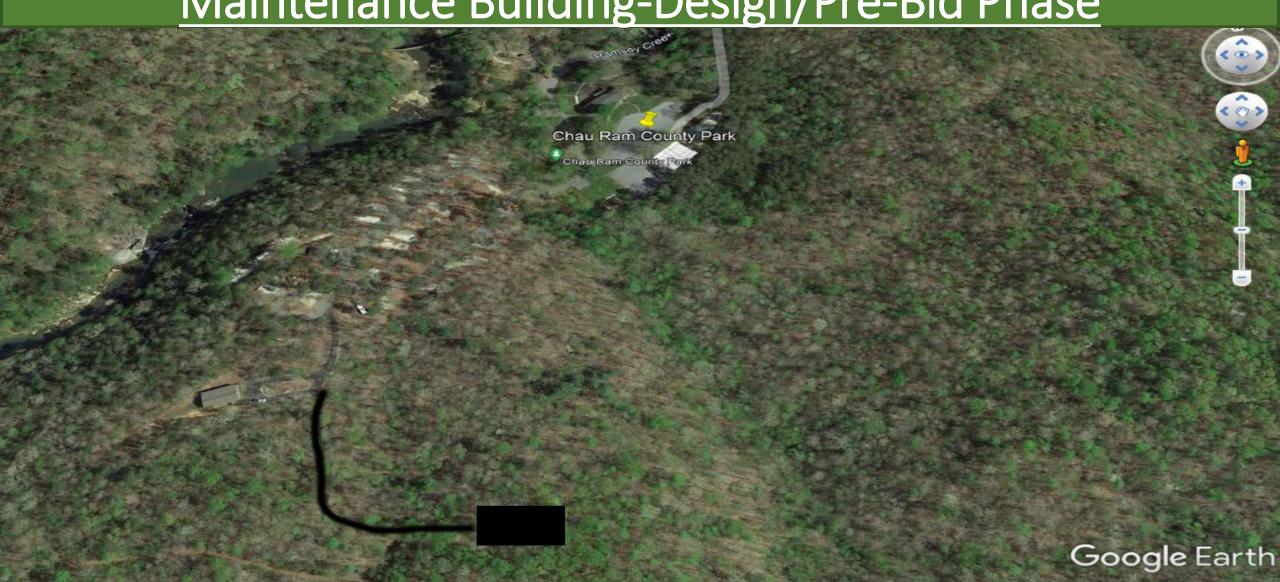
#### Chau Ram County Park

Shelter 1 Demolition/Rebuild-Engineering Phase



#### Chau Ram County Park

Maintenance Building-Design/Pre-Bid Phase



#### Chau Ram County Park

Park Master Plan-Late Fall/Winter 2022



#### Point Shelter Replacement-Design Phase





#### Recreation Building-Engineering Phase



High Falls County Park
Patio Deck Paving-Bid Phase
Mullins Ford Asphalt Paving-Bid Phase



Alexander Cannon Hill House Preservation-Ongoing



Shoreline Restoration-Design Phase



High Falls Master Plan-Late Fall/Winter 2022



#### South Cove County Park

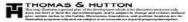
Recreation Building-Final punch list



#### South Cove County Park

#### Beach Renovation-Design Phase





#### South Cove County Park

Tennis/Pickleball Parking-Engineering



#### Lake Hartwell

#### Seneca Creek Park-Construction



#### Lake Hartwell

### South Union Shoreline Restoration Oconee Roads & Bridges







#### Upcoming PRT Project

Master Planning-Chau Ram/High Falls

High Falls Campground

Chau Ram Campground Restroom

Playground Upgrades-Chau Ram, South Cove, Fair Play, Friendship

South Cove Courtesy Dock

South Cove Campground Wi-Fi



#### Comments/Questions?

