



A G E N D A

OCONEE COUNTY COUNCIL MEETING

September 17, 2019

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- September 3, 2019 Regular Minutes

Administrator Comments

Public Hearings for the Following Ordinances

Third Reading of the Following Ordinances

Second Reading of the Following Ordinances

Ordinance 2019-20 “AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, AND AN INTEREST IN THAT CERTAIN INFRASTRUCTURE FINANCE AGREEMENT DATED AS OF NOVEMBER 1, 2007, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT AND THE INFRASTRUCTURE FINANCE AGREEMENT; AND OTHER MATTERS RELATED THERETO.”

First Reading of the Following Ordinances

Ordinance 2019-22 “AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA TO FINANCE AND ACQUIRE CERTAIN FIRE TRUCKS AND RELATED EQUIPMENT IN AN AMOUNT NOT EXCEEDING \$2,300,000; TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO CARRY OUT THE FINANCING AND ACQUISITION; AND OTHER RELATED MATTERS.”

First & Final Reading for the Following Resolutions

Discussion Regarding Action Items

Millage Proposal for Tax Year 2019 – Ms. Christy Hubbard, Oconee County Auditor

Request Council approval for 1st year funding a 4 person Special Traffic Enforcement Unit [STEU] to include three [3] STEU Corporals and one [1] STEU Sergeant in an amount not to exceed \$46,560

STEU is designed to reduce fatalities/collisions, reduce speeding, reduce DUI's/Impaired Driving, and increase seat belt and helmet usage. After the conclusion of South Carolina Department of Public Safety [SCDPS] Office of Highway Safety and Justice [OHSJ] "Highway Safety" funding, the Sheriff's Office will commit to funding all STEU efforts, which include personnel salaries/benefits, any replacement/replenish costs for grant purchased items, continue educational awareness efforts, and any STEU vehicle's equipment costs/maintenance.

Request for the Council to commit matching funds, not to exceed \$30,000.00, toward the SC Department of Agriculture Community Grant Program application, to be submitted by the Foothills Agriculture Resource and Marketing Center for \$100,000.00. Allocation of these funds is contingent upon the Grant being awarded to the FARM Center

The FARM Center needs to expand the footprint of the fairgrounds in order to enlarge the educational/agricultural displays available during major events, including the fair. The FARM Center will also need an access road across the rear of the property and expanded parking in order to increase the number of visitors and provide safe access to all parts of the grounds for the Foothills Heritage Market, the SC Foothills Heritage Fair and other events planned for the future. The county's committed funds will go toward improving the safety of the public and expanding their access to the fairgrounds during events such as the annual Foothills Heritage Fair and during the Saturday Farmers Market, which provides fresh, local produce and more to the Oconee County community.

It is the staff's recommendation that Council commit matching funds, not to exceed \$30,000.00, toward the SC Department of Agriculture Community Grant Program application, to be submitted by the Foothills Agriculture Resource and Marketing Center for \$100,000.00. Funds committed by the Council are contingent upon award from the SC Department of Agriculture Community Grant Program.

Local ATAX Grants / Fall 2019 Cycle / \$72,000

| | |
|--|-----------|
| Beginning Local ATAX balance | \$322,576 |
| If all grants/projects approved/new balance will be: | \$250,576 |

Local ATAX Grants worksheet included in backup materials

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

It is staff's recommendation of approval of ATAX grant recommendations per the attached spreadsheet.

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

Discuss authorizing the County Administrator to issue a letter to Mt. Nebo Baptist Church assuring it and its members that it is not now, and has never been, the intent of Oconee County to condemn, take, relocate, or demolish Mt. Nebo Baptist Church as a result of Oconee Regional Airport expansion, operation, or otherwise.

Request Council approval for funding allocation for Ride to Work Ministry – Ms. Amanda Brock, Oconee County Administrator

Ride to Work Ministry Nonprofit Inc. provides affordable transportation to and from work for Oconee County residents who want to work, and can find a job, back lack transportation. Ride to Work Ministry provides rides for up to three [3] months and coach riders along the way to help them transition. Since beginning operations in February 2017, we have received over 200 applications, accepted over 105 people into the program, provided over 5,000 rides, and had 46 graduates.

Documentation for Ride to Work Ministry included in backup materials

Request Council approval for funding allocation for Oconee Presbyterian Service Fund – Ms. Amanda Brock, Oconee County Administrator

Oconee Presbyterian Service Fund [OPSF] has provided emergency aid to Oconee County residents since 1981. OPSF’s organization cares for person on the basis of need rather than racial or religious affiliation. OPSF is particularly concerned about families with children and the elderly.

Documentation for Oconee Presbyterian Service Fund included in backup materials

Council Committee Reports

Real Estate, Facilities, & Land Management / Mr. Davis.....[09/03/2019]

Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....[09/03/2019]

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]

***Building Codes Appeal Board.....1 At Large Seats**

***No questionnaires on file for the seat listed above**

Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required] [None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required] [None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discuss personnel matter related to the County Administration.

[2] Discussion regarding an Economic Development matter, Project Trout.

Council’s meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council’s Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council’s agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council’s agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council’s Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council’s rules.

[3] Discussion regarding an Economic Development matter, Project Aztec.

[4] Discussion regarding an Economic Development matter, Project ACI.

[5] To discuss a contractual matter related to the potential purchase of property for public safety purposes.

Second Reading of the Following Ordinances [cont'd]

Ordinance 2019-21 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND ACI PLASTICS SOUTH, LLC, INCLUDING THE INCLUSION OF ACI PROPERTIES SOUTH, LLC, AND GREENCYCLE U.S. HOLDING, INC. AS CO-SPONSORS, AND AMENDING THE FEE AGREEMENT DATED AS OF OCTOBER 1, 2014; AND OTHER MATTERS RELATED THERETO.”

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-20**

AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, AND AN INTEREST IN THAT CERTAIN INFRASTRUCTURE FINANCE AGREEMENT DATED AS OF NOVEMBER 1, 2007, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT AND THE INFRASTRUCTURE FINANCE AGREEMENT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax ("FILOT") Simplification Act, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "FILOT Act") to consent to, or ratify, a transfer of an interest in an existing FILOT, or fee agreement; and

WHEREAS, Lift, LLC, a South Carolina Limited Liability Company (the "Assignor") and LIFT TECHNOLOGIES, Inc., a South Carolina Corporation (the "Assignee"), and the County are parties to that certain Fee In Lieu of Tax Agreement dated as of March 1, 2008 (the "Fee Agreement"); and

WHEREAS, the Assignor and the Assignee and the County are also parties to that certain Infrastructure Finance Agreement dated as of November 1, 2007 (the "IFA"); and

WHEREAS, on or about _____, 2019 pursuant to an Assignment and Assumption of Interest in Fee Agreement and Infrastructure Finance Agreement (the "Assignment"), attached hereto as Attachment A, the Assignor intends to assign to the Assignee all of its interests in the Fee Agreement and the IFA, and, in connection therewith, the Assignee will agree to assume all obligations of the Assignor under the Fee Agreement and the IFA, including without limitation Assignor's obligations to indemnify the County and certain other Indemnified Parties (as such term is defined in the Fee Agreement) pursuant to Section 7.04 thereof; and

WHEREAS, Assignor and Assignee seek the County's prior approval or subsequent ratification of the Assignment pursuant to the Fee Agreement and the IFA, and the provisions of Section 12-44-120(D) of the FILOT Act, and the County's co-execution and delivery of the Assignment, signifying such prior approval or subsequent ratification, and the County desires to give such prior approval or subsequent ratification, and to execute and deliver the Assignment.

NOW, THEREFORE, IT IS HEREBY ORDAINED, by the County, acting by and through its County Council, in meeting duly assembled, as follows:

Section 1. The County approves, ratifies and confirms its consent to the above-referenced Assignment from Assignor to Assignee and assumption by Assignee.

Section 2. The County hereby ratifies and approves of any action heretofore or hereafter taken by the County Administrator with respect to the approval of and consent to the Assignment from Assignor to Assignee.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Assignment, a copy of which is attached hereto as Attachment A, on behalf of the County; the Clerk to County Council is hereby authorized and directed to attest the same; and, the County Administrator is hereby authorized and directed to deliver the same to the other parties thereto. The Assignment is to be substantially in the form presented to County Council at the meeting in which this Ordinance is approved, or with such revisions thereto as are not materially adverse to the County and as are approved by the Chairman, upon advice of counsel, the Chairman's approval thereof being signified by the Chairman's execution of the Assignment containing such revisions.

Section 4. The Fee Agreement and the IFA are each hereby modified and amended in the following regards and particulars only: wherever the name Lift, LLC shall appear in the Fee Agreement and the IFA, following the enactment of this Ordinance and the complete execution and delivery of the Assignment by all parties thereto, such name shall be read and interpreted as meaning and being Lift Technologies, Inc., such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

Section 5. 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.

Section 6. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

Section 7. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: August 20, 2019 [postponed]
September 3, 2019
Second Reading: September 17, 2019
Third Reading: _____
Public Hearing: _____

ASSIGNMENT AND ASSUMPTION OF INTEREST IN FEE AGREEMENT AND INFRASTRUCTURE FINANCE AGREEMENT

This Assignment and Assumption of Interest in Fee Agreement and Infrastructure Finance Agreement ("Assignment") is made effective as of this ____ day of _____, 2019 (the "Effective Date") by and between LIFT, LLC, a South Carolina limited liability company (the "Assignor"), and LIFT TECHNOLOGIES, Inc., a South Carolina corporation (the "Assignee"), with Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina consenting to the Assignment, as a party to the Fee Agreement and the IFA (as defined herein).

RECITALS

Oconee County, South Carolina, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax ("FILOT") Simplification Act, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "FILOT Act") and other sections of South Carolina law to consent to, or ratify, a transfer of an interest in an existing FILOT, or fee agreement, and, pursuant to the same elements of law, to consent to, or ratify, a transfer of an interest in an existing agreement involving a special source revenue credit, or an infrastructure credit.

Lift, LLC, a South Carolina Limited Liability Company (the "Assignor") and LIFT TECHNOLOGIES, Inc., a South Carolina Corporation (the "Assignee"), and the County are parties to that certain Fee Agreement dated as of March 1, 2008 (the "Fee Agreement") and that certain Infrastructure Finance Agreement dated as of November 1, 2007 (the "IFA").

On or about _____, 2019 pursuant to this Assignment, the Assignor intends to, and does, assign to the Assignee all of its interests in the Fee Agreement and the IFA, and, in connection therewith, the Assignee will agree to, and does, assume all obligations of the Assignor under the Fee Agreement and the IFA, including without limitation Assignor's obligations to indemnify the County and certain other Indemnified Parties (as such term is defined in the Fee Agreement) pursuant to Section 7.04 thereof. Further, by execution of this Agreement, all Parties hereto agree that the Fee Agreement and the IFA are hereby amended in the following regards and particulars, only: wherever the name Lift LLC appears in the Fee Agreement and the IFA, following the enactment of the Ordinance approving this Agreement, and the complete execution and delivery of this Assignment by all parties hereto, such name shall be read and interpreted as meaning and being Lift Technologies, Inc., such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby incorporated herein, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Assignor and Assignee hereby agree, and County consents to or ratifies as follows:

1. Recitals. The recitals are incorporated herein as if fully stated within the body of the Agreement.

2. **Transfer and Assignment and Amendment.** For good and valuable consideration, the Assignor hereby assigns, transfers, sets over and conveys to the Assignee, respectively, from and after the date hereof, and the Assignee hereby accepts from and after the date hereof the right, title, interests and obligations of the Assignor, in and to, to the Fee Agreement and the IFA, and the Assignee hereby assumes all of the rights, title, interests and obligations of the Assignor under the Fee Agreement and the IFA arising from and after the Effective Date. Further, the Fee Agreement and the IFA are hereby amended, in the following regards and particulars only: wherever the name "Lift LLC" appears in the Fee Agreement and the IFA, following the enactment of the Ordinance approving this Agreement, and the complete execution and delivery of this Assignment by all parties hereto, such name shall be read and interpreted as meaning and being "Lift Technologies, Inc.", such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

3. **Indemnification.** Assignee agrees to indemnify and hold harmless Assignor, its successors and assigns (each, an "**Indemnified Party**") harmless from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses, including reasonable attorneys' fees and related costs (including those fees and costs of counsel employed by the Indemnified Parties) that may be incurred by or asserted or awarded against any Indemnified Party, arising out of any claim in any way related to the Fee Agreement and the IFA, provided that such claim does not arise exclusively from the acts or omissions of Assignor prior to the date of this Agreement.

4. **County's Consent to the Assignment.** By execution and delivery hereof, the County consents to, or ratifies, as the case may be, the assignment and assumption described herein and the amendment to the Fee Agreement and the IFA described herein.

5. **Cooperation.** Assignor and Assignee shall notify the South Carolina Department of Revenue of this Assignment to the extent required under the Fee Agreement or IFA or applicable laws, including, without limitation, the preparation and delivery to the South Carolina Department of Revenue an amended S.C. DOR Form PT-443 (FILOT Reporting Form). If requested by Assignee, Assignor shall provide Assignee with copies of all prior filings made by Assignor to the South Carolina Department of Revenue with respect to the Fee Agreement and shall execute any document reasonably requested by the South Carolina Department of Revenue allowing such department to release to Assignee copies of any prior filings made by Assignor to such department under the Fee Agreement. Assignor and Assignee shall cooperate with each other in connection with any 2019 or other filing(s) due under the Fee Agreement and the IFA by any Sponsors.

6. **Governing Law.** This instrument shall be governed by and construed in accordance with the internal laws of the State of South Carolina, without reference to the conflicts of laws or choice of law provisions thereof.

7. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

9. Further Assurances. Assignor and Assignee shall take such further actions and enter into such further conveyances and documents as may reasonably be required in order to effect the provisions and intent of this Assignment.

Each Assignor and Assignee has caused this Assignment and Assumption of Interest in Fee Agreement to be executed as of the date first written above by him/herself, if he/she is an individual, or its duly authorized officer, if it is an entity.

ASSIGNOR:

LIFT, LLC,
a South Carolina limited liability company

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

LIFT TECHNOLOGIES, Inc.,
a South Carolina Corporation

By: _____
Print Name: _____
Title: _____

Oconee County, South Carolina, hereby consents to, or ratifies this Assignment and Assumption Agreement in accordance with the terms and provisions of the Act (as defined in the Fee Agreement) and the Fee Agreement and the IFA.

Julian Davis, III
Chairman, Oconee County Council

ATTEST:

Katie D. Smith
Oconee County Clerk to Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2019-22

AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA TO FINANCE AND ACQUIRE CERTAIN FIRE TRUCKS AND RELATED EQUIPMENT IN AN AMOUNT NOT EXCEEDING \$2,300,000; TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO CARRY OUT THE FINANCING AND ACQUISITION; AND OTHER RELATED MATTERS.

Pursuant to the authority of the Constitution of the State of South Carolina ("State") and the general laws of the State, **BE IT ENACTED BY OCONEE COUNTY COUNCIL:**

Section 1. Findings and Determinations.

- (a) Oconee County ("County") is a body corporate and politic and political subdivision of the State and has the power to enter into agreements to finance and acquire equipment.
- (b) The County desires to acquire and finance certain fire trucks and related equipment in an amount not exceeding \$2,300,000 ("Equipment"), through means of borrowing money from a bank or other financial institution selected by the County Administrator ("Financing").
- (c) It is in the best interest of the County to acquire the Equipment by entering into the Financing, and the Financing will enable the County to acquire the Equipment, which is necessary for the County's proper operation.

Section 2. Approval of Acquisition and Financing; Delegation of Authority. The County shall acquire and finance the Equipment in accordance with a lease-purchase financing arrangement, or other similar means of financing, which is repayable by annual appropriations from operational millage, or other sources, or from general obligation indebtedness, as the County Administrator may determine.

If the Financing is accomplished through a traditional lease-purchase arrangement, the Financing will not constitute a "financing agreement," and the Equipment will not constitute an "asset" as these terms are defined in South Carolina Code Annotated section 11-27-110. Thus, the amount of the Financing will not be includable when calculating the County's constitutional debt limit, and the Financing will be subject to annual appropriation by the County. Should the Financing be accomplished through any alternative means, the County Administrator shall likewise endeavor to ensure the Financing does not count against the County's constitutional debt limit.

At the County Administrator's direction, in consultation with the County Attorney and the County's Bond Counsel, the County shall distribute a request for offers or provide for a similar notice to three or more banks and/or other financial institutions. Without further authorization, the County Council delegates to the County Administrator the authority to (a) determine the payment schedule under the Financing; (b) determine the date and time for receipt of offers; (c) award the Financing using a number of factors, including applicable interest rate, provided the net interest cost does not exceed 6.0% per annum; and (d) make reasonable changes to the quantity, cost, or description of the Equipment, a substantially final list of which is attached as Schedule I.

Section 3. Approval of Agreements. Without further authorization, the County Administrator is authorized to approve the form, terms, and provisions of the Financing. The County Administrator is authorized, empowered, and directed to execute, acknowledge, and deliver the various documents necessary to carry out the Equipment acquisition and Financing (“Transaction Documents”) in the name and on behalf of the County. The Transaction Documents are to be in the form as shall be approved by the County Administrator in consultation with the County Attorney and Bond Counsel, the execution thereof to constitute conclusive evidence of that approval.

Section 4. Execution of Documents. The County Council Chairman, the County Administrator, the County Attorney, and the Clerk to County Council are fully empowered and authorized to take further action and to execute and deliver all documents as may be reasonably necessary to effect the Financing and the delivery of the Transaction Documents and any related documents in accordance with their terms, and the contemplated transactions, and the action of these officers in executing and delivering any of these documents, in the form as the County Administrator shall approve, in consultation with the County Attorney and the County’s Bond Counsel, is fully authorized.

Section 5. Federal Tax Covenant. The County covenants that it will not take, or fail to take, any action which will cause interest components of the payments to be made under the Transaction Documents to become includable in the gross income of the successful Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (“IRC”), and regulations promulgated thereunder in effect on the date of original issuance of the Transaction Documents, and that the County will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the IRC, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Transaction Documents; and to that end the County shall:

(a) comply with the applicable provisions of Section 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Financing is outstanding;

(b) establish funds, make calculations, and pay amounts in the manner and at the times required to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make reports of information at the times and places required by the IRC.

If at the time the Financing is closed, the County does not reasonably anticipate issuing more than \$10,000,000 in tax-exempt obligations which are not “private activity bonds” during calendar year 2019, all within the meaning of Section 265(b) of the IRC, then the County intends to designate the Financing as a “qualified tax-exempt obligation” in accordance with Section 265(b)(3) of the IRC.

The County will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

Section 6. Bond Counsel. The County selects Kozlarek Law LLC to serve as its Bond Counsel related to this Financing and understands Bond Counsel’s role will be limited to those matters necessary to effect the Financing and issue a customary bond counsel opinion (including related to any tax consequences). Further, the County understands Bond Counsel does not provide financial advisory or municipal advisory services but offers legal advice and services of a traditional legal nature.

Section 7. Financial Advisor. The County serves as its own financial/municipal advisor related to the Financing.

Section 8. Severability. All orders, resolutions, and ordinances, including any parts thereof, in conflict

with this Ordinance are, to the extent of any such conflict, repealed.

Section 9. Effective Date. This Ordinance takes and remains in effect only after the County Council has approved it following three readings and a public hearing.

**[SIGNATURE PAGE FOLLOWS]
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OCONEE COUNTY, SOUTH CAROLINA

Julian Davis III, Chairman
Oconee County Council

(SEAL)
ATTEST:

Katie Smith, Clerk to Council
Oconee County Council

READINGS:
First reading: September 17, 2019
Second reading: October 1, 2019
Public Hearing: October 15, 2019
Third reading: October 15, 2019

**SCHEDULE I
DESCRIPTION OF EQUIPMENT**

Five: Pierce Top Mount Pumper built on a Freightliner M2-106, 2-Door Cab and Chassis, Cummins L9 350 HP Diesel Engine, Allison EVS 3000 Automatic Transmission, Waterous CSU 1250 Pump, UPF 1000 Gallon Tank, Whelen LED Lighting or equivalent. Built in Accordance to NFPA. With related equipment. Approximate total cost: \$1,704,665 (\$1,749,983.75 after November 29, 2019).

One: Pierce Side Mount Pumper built on a Freightliner M2-106, 2-Door Cab and Chassis, Cummins L9 350 HP Diesel Engine, Allison EVS 3000 Automatic Transmission, Waterous CSU 1250 Pump, UPF 1000 Gallon Tank, Whelen LED Lighting or equivalent. Built in Accordance to NFPA. With related equipment. Approximate total cost: \$338,576 (\$347,569.04 after November 29, 2019).

September 5, 2019

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

Dear Ms. Brock:

Both the Fire Services and Rescue Squad Advisory Commissions have reviewed the Capital Equipment and Truck Replacement Schedule multiple times as it was refined over the past few months.

All Commissioners are in unanimous agreement that:

- The current schedule is as accurate as can reasonably be expected,
- The use of occasional leases and the creation of a dedicated account receiving smooth and relatively predictable annual funding will make the yearly budget process much easier and effective for everyone involved, and
- The predictability of annual funding along with the recently established use of “standard” truck configurations will enable us to continue pursuing improved pricing while also simplifying the purchasing process.

We very much appreciate the time you have invested with us to help Emergency Services improve our capital equipment budget and acquisition process.

Sincerely,

Bo Horne, Chairman FSAC, Commissioner (Region 2 - Stations 11, 14, 16)
Favion Skelton, Vice Chairman FSAC, Commissioner (Region 3 - Stations 3, 12, 17)
Steve Zahn, Chairman RSAC, Commissioner (Rescue Squads 7 and 8)
Tammy Wilbanks, Vice Chairman RSAC, Commissioner (Rescue Squads 2, 6)
Travis Collins, FSAC Commissioner (Region 1 - Stations 4, 9, 10, 24, HazMat)
Jamie Brock, FSAC Commissioner (Region 4 - Stations 1, 8, 13, 15)
Kevin Wilbanks, FSAC Commissioner (Region 5 - Stations 2, 5, 6, 7)
Ronnie Williams, FSAC Commissioner (Chiefs Association)
Mary Beth Honea, RSAC Commissioner (Rescue Squads 1, 3)
Michael Smith, RSAC Commissioner (Rescue Squads 4, 5)
George Daddis, RSAC Commissioner (Rescue Squad 22)

CC: Charlie King, Oconee County Fire Chief

| Vers V6f3 | | | | Year | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Totals |
|--|-------|-------|-------|-------------|-------|--------------------------|-----------------|---------------------------|----------|-------------------------|-------|------------------------------|-------|-------|------------|--------|
| 7/16/19 | | | | | | | | | | | | | | | | |
| 9:24a | | | | Fund Bal | | 1,300 | 1,042 | 705 | 1,107 | 389 | 754 | 1,606 | 1,592 | 6 | -94 | Cross |
| | | | | New Funds | | 0 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 15,141 |
| 10 year plan | | | | Other Funds | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15,141 |
| | | | | Used | | 593 | 1,837 | 1,098 | 2,218 | 1,135 | 648 | 1,514 | 3,086 | 1,600 | 1,412 | 15,141 |
| | | | | Carry Fwd | | 707 | 705 | 1,107 | 389 | 754 | 1,606 | 1,592 | 6 | -94 | -6 | Checks |
| | Base | Model | Repl | K *1 | FY | | | | | | | | | | | |
| FY / Truck | Cost | Year | Cycle | Miles | Year | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 | 24-25 | 25-26 | 26-27 | 27-28 | 28-29 | Total |
| Each Blue area is a separate lease. | | | | | | To smooth cash flow: | | | | Green - Pulled in 1 yr. | | Dark Blue - Pushed out 1 yr. | | | | |
| Future replacement cycles for same truck | | | | | | Yellow items need review | | | | | | | | | | |
| E141 | 342 | 1997 | 20 | 36 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | aka E6 | 353 |
| E2 (m-sub) | 342 | 1997 | 20 | 22 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | aka S2/E22 | 353 |
| E53 (m-sub) | 342 | 1996 | 20 | 33 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | aka E5 | 353 |
| E231 | 342 | 1992 | 20 | 19 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | 353 |
| E7 (BLFD) | 342 | 1999 | 20 | 16 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | 353 |
| E11 | 342 | 1999 | 20 | 18 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | 353 |
| Brush24 | 50 | 1994 | n/a | 165 | 19-20 | 50 | (one-time only) | | | | | | | | | 50 |
| Fire10 | 45 | 2007 | 45 | 266 | 19-20 | 45 | | | | | | | | | | 45 |
| E4 | 342 | 2000 | 20 | 13 | 20-21 | | 342 | | | | | | | | | 342 |
| E121 | 342 | 2000 | 20 | 18 | 20-21 | | 342 | | aka E121 | | | | | | | 342 |
| E13 | 342 | 2000 | 20 | 17 | 20-21 | | 342 | | | | | | | | | 342 |
| E24 | 342 | 2000 | 20 | 13 | 20-21 | | 342 | | was E9 | | | | | | | 342 |
| Serv8/R3b | 100 | 2000 | 25 | 139 | 20-21 | | 100 | needs earlier replacement | | | | | | | | 100 |
| Batt1 | 45 | 2014 | 6 | 133 | 20-21 | | 45 | | | | | | 45 | | | 90 |
| E8 | 342 | 2001 | 20 | 19 | 21-22 | | | 342 | | | | | | | | 342 |
| E10 | 342 | 2001 | 20 | 19 | 21-22 | | | 342 | | | | | | | | 342 |
| Trn Off | 45 | 2002 | 10 | 127 | 21-22 | | | 45 | | | | | | | | 45 |
| Sch Inst | 45 | 2011 | 10 | 194 | 21-22 | | | 45 | | | | | | | | 45 |
| Assumed same rates as 19-20 lease | | | | | | | | | | | | | | | | |
| E1A | 342 | 2002 | 20 | 19 | 22-23 | | | | 83 | 54 | 54 | 54 | 54 | 54 | | 353 |
| E15 | 342 | 2002 | 20 | 12 | 22-23 | | | | 83 | 54 | 54 | 54 | 54 | 54 | | 353 |
| E16 | 342 | 2002 | 20 | 21 | 22-23 | | aka E16b | | 83 | 54 | 54 | 54 | 54 | 54 | | 353 |
| E17 | 342 | 2002 | 20 | 32 | 22-23 | | | | 83 | 54 | 54 | 54 | 54 | 54 | | 353 |
| E3a | 342 | 2002 | 20 | 23 | 22-23 | | aka E33 | | 83 | 54 | 54 | 54 | 54 | 54 | | 353 |
| E2a muni | 342 | 2002 | 20 | 33 | 22-23 | | | | 83 | 54 | 54 | 54 | 54 | 54 | | 353 |
| E51 muni | 342 | 2002 | 20 | 34 | 22-23 | | aka E5a | | 342 | | | | | | | 342 |
| E64 muni | 342 | 2002 | 20 | 52 | 22-23 | | aka E6a | | 342 | | | | | | | 342 |
| E7a muni | 342 | 2002 | 20 | 31 | 22-23 | | | | 342 | | | | | | | 342 |
| Serv12 | 100 | 1997 | 25 | 26 | 22-23 | | | | 100 | | | | | | | 100 |
| Sq211-212 | 90 | 2017 | 5 | - | 22-23 | | | | 90 | | | | | 90 | | 180 |
| Sq213-214 | 90 | 2018 | 5 | - | 22-23 | | | | 90 | | | | | 90 | | 180 |
| EM1, EM3 | 90 | 2012 | 10 | >100 | 22-23 | | | | 90 | | | | | | | 90 |
| E14 | 342 | 2003 | 20 | 22 | 23-24 | | | | | 342 | | | | | | 342 |
| Serv1 | 100 | 1998 | 25 | 20 | 23-24 | | | | | 100 | | | | | | 100 |
| Fire1 | 45 | ? | 10 | ? | 23-24 | | | | | 45 | | | | | | 45 |
| No Trucks | 0 | - | - | - | 24-25 | | | | | | 0 | | | | | 0 |
| Assumed same rates as 19-20 lease | | | | | | | | | | | | | | | | |
| AirPacks | 2,050 | 2010 | 15 | - | 25-26 | | | | | | 500 | 322 | 322 | 322 | | 1466 |
| T10 | 250 | 2000 | 25 | 10 | 25-26 | | | | | | 250 | | | | | 250 |
| T14 | 250 | 2000 | 25 | 13 | 25-26 | | | | | | 250 | | | | | 250 |
| Serv46 | 100 | 2000 | 25 | 48 | 25-26 | | aka Serv 4 | | | | 100 | | | | | 100 |
| Dive71 | 45 | 2000 | 25 | 192 | 25-26 | | | | | | 45 | | | | | 45 |
| R22 | 45 | 2005 | 20 | 44 | 25-26 | | | | | | 45 | | | | | 45 |

| Vers V6f3 | | | | | | Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Totals | |
|--------------|---------------------------------|-------|-------|-------|-------|----------------|-------|--------------------|-------------|------------|-------------|-------|-------|-------|-------|-------|--------|--------|
| 7/16/19 | | | | | | | | | | | | | | | | | | |
| 9:24a | | | | | | Fund Bal | 1,300 | 1,042 | 705 | 1,107 | 389 | 754 | 1,606 | 1,592 | 6 | -94 | | Cross |
| | | | | | | New Funds | 0 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | | 15,141 |
| 10 year plan | | | | | | Other Funds | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 15,141 |
| | | | | | | Used | 593 | 1,837 | 1,098 | 2,218 | 1,135 | 648 | 1,514 | 3,086 | 1,600 | 1,412 | | 15,141 |
| | | | | | | Carry Fwd | 707 | 705 | 1,107 | 389 | 754 | 1,606 | 1,592 | 6 | -94 | -6 | | Checks |
| | Base | Model | Repl | K *1 | FY | | | | | | | | | | | | | |
| FY / Truck | Cost | Year | Cycle | Miles | Year | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 | 24-25 | 25-26 | 26-27 | 27-28 | 28-29 | Total | | |
| T1 | 250 | 2001 | 25 | 11 | 26-27 | | | | | | | | 250 | | | 250 | | |
| T2 | 250 | 2001 | 25 | 13 | 26-27 | | | | | | | | 250 | | | 250 | | |
| T4 | 250 | 2001 | 25 | 7 | 26-27 | | | | | | | | 250 | | | 250 | | |
| T8 | 250 | 2001 | 25 | 10 | 26-27 | | | | | | | | 250 | | | 250 | | |
| T11 | 250 | 2001 | 25 | 12 | 26-27 | | | | | | | | 250 | | | 250 | | |
| T12 | 250 | 2001 | 25 | 9 | 26-27 | | | | | | | | 250 | | | 250 | | |
| T15 | 250 | 2001 | 25 | 9 | 26-27 | | | | | | | | 250 | | | 250 | | |
| T16 | 250 | 2001 | 25 | 12 | 26-27 | | | | | | | | 250 | | | 250 | | |
| T24 | 250 | 2001 | 25 | 6 | 26-27 | | | | | | | | 250 | | | 250 | | |
| Serv9 | 100 | 2001 | 25 | 21 | 26-27 | | | | | | | | 100 | | | 100 | | |
| Res4E | 45 | 2006 | 20 | 88 | 26-27 | | | | | | | | 45 | | | 45 | | |
| E11a | 342 | 2007 | 20 | 11 | 27-28 | | | | | | | | | 342 | | 342 | | |
| E171 | 342 | 2007 | 20 | 39 | 27-28 | | | aka E17a | | | | | | 342 | | 342 | | |
| R1 | 45 | 2007 | 20 | 68 | 27-28 | | | aka R01/ER11 | | | | | | 45 | | 45 | | |
| R54 | 45 | 2007 | 20 | 55 | 27-28 | | | aka ER5d | | | | | | 45 | | 45 | | |
| P5 | 1,000 | 2003 | 25 | 15 | 28-29 | | | | | | | | | | 1,000 | 1000 | | |
| R2a | 45 | 2008 | 20 | 32 | 28-29 | | | aka Res2a/ER2c/R2c | | | | | | | 45 | 45 | | |
| R3d | 45 | 2008 | 20 | 62 | 28-29 | | | | | | | | | | 45 | 45 | | |
| | | | | | | | | | | | | Tan | | | | | | |
| | | | | | | | | | | | | Items | | | | | | |
| Total Base | 19-20 thru 28-29 (w/o interest) | | | | | Lease Interest | | | Addl Cycles | AirPackAdj | Cross Check | | | | | | | |
| Truck Cost | 15,368 | | | | | 168 | | | 225 | -620 | 15,141 | | | | | | | |

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 9-17-19
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Presentation of Millage Recommendation for Tax Year 2019 Fiscal Year 2020

BACKGROUND DESCRIPTION:

Millage approval is required to fund FY 2020 for:

- 1) Oconee County operational and bond payments
- 2) The SDOC operational and bond payments
- 3) Keowee Fire District Millage

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

n/a

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : Grants

ATTACHMENTS

Presentation will be sent day of meeting

STAFF RECOMMENDATION [Brief Statement]:

Millage is normally set in September to provide tax calculation for processing of tax notices per SC Code of Law. If not, an extension must be requested and approved by the SC DOR.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:


Amanda F. Brock, County Administrator

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

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

AMENDED AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 22, 2019

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Grant Submission for the FY19 SC Dept of Public Safety - Highway Safety "4-Person Traffic Safety Unit (STEU) Program" seeking grant funding for ~~\$523,269~~. **Change to \$529,005.**

BACKGROUND DESCRIPTION:

- Grant submission deadline is Feb. 1, 2019.
- Seeking 1st year funding for a 4-Person Special Traffic Enforcement Unit (STEU) to include: (3) Road Cpls, (1) Road Sgt., (4) patrol SUV vehicles, officer equipment and a public awareness campaign to: reduce fatalities/collisions, reduce speeding, reduce DUIs/Impaired driving, and increase seat belt and helmet usage.
- Grant application seeking: ~~\$523,269~~ from SCDPS OHSJP. **Change to \$529,005.**
- Cash Match: None (100% grant funding) except for non-allowable costs below.
- Sheriff's Office contributing approx. ~~\$39,500~~ (for items/costs not allowable under SCDPS funding criteria) will need to be budgeted for in the Sheriff's Office FY20-21 budget. **Change to \$46,560.**

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Sharon DeRidder (grant related) or Chief Davis (Sheriff's Office) who will be attending this council meeting.

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.
(**) After the conclusion of SCDPS OHSJ "Highway Safety" funding, the Sheriff's Office will commit to funding all STEU efforts, which include: personnel salaries/benefits, any replacement/replenish costs for grant purchased items, continue educational awareness efforts and any STEU vehicle's equipment costs/maintenance.

Approved by :  Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: (**) If SCDP grant is awarded, monies will be budgeted to cover all non-allowable SCDPS OHSJP costs.

Approved by :  Grants

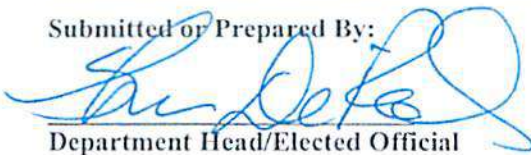
ATTACHMENTS

FY19 SCDPS Sheriff's Office STEU grant application.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the FY19 SCDPS Highway Safety grant application submission to establish a Sheriff's Office 4-Person Special Traffic Enforcement Unit (STEU).

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Amanda Brock, Interim 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.

Overview

STATE OF SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY HIGHWAY SAFETY GRANT APPLICATION

The South Carolina Department of Public Safety, Office of Highway Safety and Justice Programs (OHSJP) administers the federally-funded State and Community Highway Safety Program (commonly referred to as Section 402), and coordinates highway safety activities throughout the state. Each year, South Carolina receives approximately three million dollars in

Section 402 funding. SC uses these and other federal monies to fund sustainable grant proposals aimed at reducing collisions and traffic-related fatalities and injuries. Applicant's proposals must demonstrate a measurable impact on highway and traffic safety; be cost effective; and contain a method of evaluation that substantiates both performance and impact. Highway Safety grant funds are awarded to qualified applicants to create new or expand existing highway safety programs, with the intention that such initiatives continue when grant funding is discontinued. State agencies; non-profit 501(c) 3 organizations, political subdivisions (city and state), and state, local and federally-recognized Indian tribal governments are eligible to apply. The usual grant funding cycle is from October 1 - September 30. The submission deadline is in February of each year.

Application Deadline: 2019-02-01

Application #: T20004

Grant #:

Award Date:

Project Details

Project Title: Oconee County Sheriff's Office Traffic Safety/Speed Enforcement Unit

Project Location: Oconee County

Project Summary (max. 300 characters): This Program will establish a 4-man Special Traffic Enforcement Unit (STEU) to directly impact and reduce fatalities, severe injuries, DUIs/Impaired driving, speeding, and increase seat belt and helmet usage in Oconee County. With a strong, proactive educational component for young drivers/adults.

Program Area: Police Traffic Services: Enforcement

Type of Application: New

Year of Funds: 1

Plan to apply for additional years of funding after first year?: Yes

Agency Details

Agency Name: Oconee County Sheriff's Office

Address: 415 S. Pine St

City: Walhalla

State: SC

9 Digit Zip: 29691-2197

(Area) Phone #: (864) 638-4118

(Area) Fax #: (864) 638-4208

County: Oconee

**Other county/counties
this project will serve:** none

Organization Type: County

Other (specify):

**U.S. Congressional
District:** 3

Budget

| CATEGORIES | | | GRANTOR | TOTAL |
|--|------------------------------------|-------------------------|------------------|------------------|
| PERSONNEL - SALARIES: | | | | |
| Position Title | Annual Salary/Rate | % of Time On Project | | |
| STEU Corporal (3) at \$39,500 annual salary | 118500 | 100 | \$118,500 | \$118,500 |
| STEU Sgt (1) | 45500 | 100 | \$45,500 | \$45,500 |
| | TOTAL SALARIES: | | \$164,000 | \$164,000 |
| PERSONNEL - FRINGE BENEFITS, EMPLOYER PORTION: | | | | |
| (Itemize - i.e FICA, Work, Comp, Retirement, etc.) | | | | |
| Description | Rate | X Base | | |
| Social Security & Medicare (FICA) | 0.0765 | 164000 | \$12,546 | \$12,546 |
| Retirement | 0.1724 | 164000 | \$28,274 | \$28,274 |
| Workers Compensation Insurance | 0.026778 | 164000 | \$4,392 | \$4,392 |
| Unemployment Insurance | | | | |
| Health Insurance | 9139 | 4 | \$36,556 | \$36,556 |
| Dental | | | | |
| Pre-Retirement Death Benefit | | | | |
| Accident Death Benefit (Police Officers) | | | | |
| Other (List applicable other fringes in budget narrative) | | | | |
| TOTAL FRINGE BENEFITS: | | | \$81,767 | \$81,767 |
| | TOTAL PERSONNEL: | | \$245,767 | \$245,767 |
| CONTRACTUAL SERVICES: | | | | |
| (Describe services to be performed) | | | | |
| Description | Cost | Quantity | | |
| | | | \$0 | \$0 |
| | TOTAL CONTRACTUAL SERVICES: | | \$0 | \$0 |
| IN-STATE TRAVEL: | | | | |
| (Itemize-include mileage, airline cost, lodging, parking, per diem) | | | | |
| Description | Cost | Quantity | | |
| Attend SCDPS approved Highway Safety (grant-realted) trainings, seminars and conferences, Mileage on STEU vehicles | 49200 | 1 | \$49,200 | \$49,200 |

OUT-OF-STATE TRAVEL:**(Itemize-include mileage, airline cost, lodging, parking, per diem)**

| Description | Cost | Quantity | | |
|---|------|----------|-----------------|-----------------|
| Attend SCDPS approved Highway Safety (grant-related) trainings, seminars, mileage, and/or Regional-National conferences | 3700 | 2 | \$7,400 | \$7,400 |
| TOTAL TRAVEL: | | | \$56,600 | \$56,600 |

EQUIPMENT (items >= \$1000):**(Itemize - DO NOT use brand names. DO NOT include leased or rented items)**

| Item | Cost | Quantity | | |
|---|-------|----------|------------------|------------------|
| In-car camera and accessories | 6334 | 4 | \$25,336 | \$25,336 |
| Laptop (Up to \$3,000) | 1440 | 4 | \$5,760 | \$5,760 |
| Lightbar | 1800 | 4 | \$7,200 | \$7,200 |
| Lighting package | 800 | 4 | \$3,200 | \$3,200 |
| Mobile radio and accessories | 1105 | 4 | \$4,420 | \$4,420 |
| Police vehicle with factory accessories | 34558 | 4 | \$138,232 | \$138,232 |
| Portable radio and accessories | 990 | 4 | \$3,960 | \$3,960 |
| Radar and accessories | 2368 | 4 | \$9,472 | \$9,472 |
| Other Transportation cage | 1000 | 4 | \$4,000 | \$4,000 |
| Lidar and accessories | 1592 | 4 | \$6,368 | \$6,368 |
| TOTAL EQUIPMENT: | | | \$207,948 | \$207,948 |

OTHER (items < \$1000):

| Description | Cost | Quantity | | |
|--|------|----------|---------|---------|
| Cellular Data Service | 740 | 4 | \$2,960 | \$2,960 |
| Decals (OHSJP Required) | 450 | 4 | \$1,800 | \$1,800 |
| Educational materials (OHSJP Approved) | 800 | 1 | \$800 | \$800 |
| Fire Extinguisher | 52 | 4 | \$208 | \$208 |
| Flashlight | 200 | 4 | \$800 | \$800 |
| Laptop accessories | 48 | 4 | \$192 | \$192 |
| Laptop mount/docking station | 200 | 4 | \$800 | \$800 |
| Office supplies | 1200 | 1 | \$1,200 | \$1,200 |
| Power control center | 254 | 4 | \$1,016 | \$1,016 |
| Registration fees (For OHSJP approved trainings) | 850 | 1 | \$850 | \$850 |
| Siren mounting kit | 39 | 4 | \$156 | \$156 |

| | | | | |
|-----------------------------------|-----|---|----------------------------|-----------|
| Siren/siren speaker/siren control | 389 | 4 | \$1,556 | \$1,556 |
| Thermal paper | 100 | 4 | \$400 | \$400 |
| Traffic safety vest | 40 | 4 | \$160 | \$160 |
| Vehicle console | 166 | 4 | \$664 | \$664 |
| Other In-car Printer Kit/Package | 328 | 4 | \$1,312 | \$1,312 |
| Other Spotlight Driver's side | 475 | 4 | \$1,900 | \$1,900 |
| Other Flasher System | 479 | 4 | \$1,916 | \$1,916 |
| | | | TOTAL OTHER: | \$18,690 |
| | | | TOTAL PROJECT COST: | \$529,005 |

Budget Narrative

BUDGET DESCRIPTION: List items under each Budget Category Heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.

Oconee County Sheriff's Office Cash match/In-kind commitment to this STEU Program grant: \$46,560 (see Attachment) The Sheriff's Office will need to purchase the following but not limited to: approx. 3-4 months of "loaned" Sheriff's Office road vehicles so STEU members can be actively conducting traffic enforcement efforts (to include gas and maintenance on four loaned SO vehicles), office space (desk/chairs/office printer/printer paper) so STEU members have a "physical" office setup if not working out of their STEU vehicles, Sheriff's Office will cover any expenses/costs related to PSAs/press releases with local media outlets, (4) \$900/ea Uniform LEO package per STEU (non-allowable by OHSJP), (4) guns and badge holders, (4) belts, (4) boots (4) Body-Worn camera/set ups (will seek other grant funding), (4) bulletproof vests, (4) agency std. guns and ammunition, (4) sets of agency standard Cpl/Sgt. road uniforms, (4) sets of training uniforms, "loaned" checkpoint supplies (cones, banner, lighting, generator) for entire grant period, any Overtime by STEU members, and enclosed trailer for the 1st year of STEU efforts (will seek checkpoint supplies on 2nd year of OHSJP funding). The continued Sheriff's Office commitment is to have County/Sheriff's Office Fleet Maintenance personnel install and/or outfit all the four new STEU vehicles and STEU laptops and STEU radios set up to include but not limited to installation supplies needed. Personnel Salaries: Seeking three (3) Corporals designated as a "Special Traffic Enforcement Unit/STEU" Corporal w/ salary in the mid range of the Sheriff's Office current pay grade for a Road Cpl. being \$39,500 x 3 Cpls positions = \$118,500. Seeking one (1) Sergeant designated as "Special Traffic Enforcement Unit/STEU" w/ a salary in the mid range of the Sheriff's Office current pay grade for a Road Sgt. being \$45,500. This Sgt. will maintain stats, schedules (working shifts, public speaking events, courtroom hearings, etc.), reporting of STEU activities, LEO Network meetings, grant duties, Personnel Benefits: (3) Corporals (STEU) totaling: based on federal/state/county approved rates \$10,889 for SS, retirement and Worker's Comp at the \$39,500 salary rate x 3 Cpls. = \$32,667 (1) Sgt. (STEU) totaling \$12,543 for SS, retirement and Worker's Comp at the \$45,500 salary rate x 1 Sgt. = \$12,543 - Unemployment event an LEO officer is injured while On-the-job will be the County's responsibility and costs. - Health at \$9,139/officer includes: medical, dental, eye, and accident death benefit paid by the county. In-State Travel: - For the STEU unit/4-man (or possibly only 2 members attending at one time) attending prior approved (SCDPS) training, seminars and/or conferences directly related to this FY19 Highway Safety STEU grant. This will be limited to attending up to four (4) different trainings based on grant-related duties. This will include: specific materials, parking, tolls, travel to/from locations, per diem based on SC State rates, lodging is based on GSA rates, certifications of grant-funded equipment, attend monthly grant-related Network meetings with other law enforcement agencies, etc. (**) Registration fees are covered under OTHER category. - For approx. 80,000 miles for the four (4) grant-funded vehicles (20,000 miles/ea vehicle) at IRS rate \$0.58/mile to conduct any STEU enforcement responsibilities and duties, which could but not limited to driving in Oconee County/SC counties to: attend trainings/conferences/seminars, court proceedings, public speaking events, school/classroom presentations, clubs/organizations/businesses engagements, traffic stops, etc. Out-of-State Travel: - For the STEU unit/4-man (or possibly only 2 members attending any training/conference at one time) attending prior approved (SCDPS) training, seminars and/or conferences directly related to this FY19 Highway Safety STEU grant. This will be limited to attending up to 2-3 different trainings/conferences based on grant-related duties for SE Regional State or National locations. This could include but not limited to: specific materials, parking, air or driving travel to/from locations, per diem is based on SC State rates, and lodging is based on GSA rates. Equipment: (** Almost all equipment is for four (4) STEU vehicles and/or four (4) STEU personnel, with most items listed under SC state contract/vendor prices) In-car camera and accessories this is for an entire set up installed In-car camera package which is mounted to protect against the weather, offender and is always recording STEU traffic efforts for citation/ticket/warnings, future judicial purposes and case development. This will also include warranty costs, training, certifications for each unit during the grant period. Laptop (under state contract) at which includes CAD software for call reporting, charging/docking station, add'l external battery, additional USB drives, rigid case, carrying case. This will also include warranty costs for each unit during the grant period. Light bar this is the light bar/s for a standard equipped road deputy/STEU vehicle for driver awareness and officer safety Lighting Package this is an entire lighting package setup for each STEU vehicle as standard Sheriff's Office equipped lights for driver awareness and officer safety. Mobile radio and accessories this is for an entire setup of a mobile radio package (state contract) based on Sheriff's Office current agency-standard mobile radios for road deputies and configured based on Sheriff's Office radio channels. Also, to include if there is any warranty costs on each unit to cover it during the grant period. Police vehicle with factory and LEO equipment/accessories (under state contract will be combined under this line item). When the Sheriff's Office/County Procurement puts in a purchase order, each vehicle will be outfitted but not limited to: a tow hitch/bar, bucket seats, front center console, bench passenger seat, rear camera/backup, 2 car batteries, IID floor mats, skid plate pkg, 170 amp High output alternator, 17" steel wheels, power windows/locks, rear trunk release, keyless remote entry fobs, tilt steering wheel, HD engine size, HD transmission, deep tint windows, cruise control, police rated suspension, add'l wiring/cabling for LEO accessories, SC State IMF, spot light, delivery fee. Portable radio and accessories this is for an entire setup of a portable radio package worn at all times for a road STEU personnel and will be configured based on Sheriff's Office radio channels. Radar and accessories this is for an entire setup for radar based on Sheriff's Office agency equipped radar equipment in an STEU vehicle. Also, to include if there is any warranty costs on each unit to cover it during the grant period. Lidar and accessories this is for an entire Lidar setup and accessories which is being used by Sheriff's Office as standard road STEU vehicle under state contract prices. To include accessories that accompany making a hand-held unit operational, certifying/training each STEU personnel and equipment certifications on a maintenance review during the entire grant period. Also to include if there is any warranty costs on each unit to

cover it during the grant period. Other-Transportation cage This equipment is a full surround metal cage which protects the offender/prisoner, the STEU vehicle's side windows and STEU officer safety as the driver. Other: (** Almost all the "Other" items are for four (4) STEU vehicles and/or four (4) STEU personnel, with most listed under SC state contract/vendor prices) Cellular Data Service this is an entire cellphone package \$200 and 12 months of cellular service at \$45/month to include hot spot capabilities for the laptop. Decals (OHSJP required) showing grant funded and "Target Zero" decals installed on all four (4) STEU vehicles (\$50/each) and including Sheriff's Office standard agency "road" stripes/decals \$400/each for each STEU vehicle. Educational materials - all education materials which will be distributed in the STEU grant will need to be OHSJP prior approval. This could be flyers, brochures, pledge cards, posters, etc. The STEU grant will seek out ~~BE~~ educational materials through various agencies/organizations that are supporting/targeting DUI/Impaired driving, speeding, and seatbelt/helmet usage and will seek out FREE child seats and bike helmets from Safe Kids Upstate organization. Flashlight The standard Sheriff's Office issue flashlight with a rechargeable battery and docking station. The docking station could be mounted inside the vehicle. Fire Extinguisher The standard Sheriff's Office issue fire extinguisher mounting bracket in each STEU vehicle. Laptop accessories could include but not limited to: cabling, power adapter Laptop mount/docking station This will be a telescoping, swinging retractable-arm mount/docking station mounted inside the STEU vehicles on the front passenger/console sitting area. Office Supplies This is a combined cost for all standard office supplies for the 4-person STEU members to set up their mobile offices inside their grant-funded STEU vehicles and any office supplies for but not limited to: meetings, public speaking events, courtroom hearings. For example: log sheets, lined writing paper/tablets, pens, pencils, markers, std. highlighters, erase board markers, whiteboard markers, whiteboard erasers. Power control center This is equipment that controls all the electrical power/cords/cabling/lights for all the extra equipment/items installed, power booster, power surge protector, and/or power suppressor in the event of total electrical lost on the STEU vehicles. Registration fees for STEU members to attend In-State and Out-of-State based on approved OHSJP. All travel and costs will have prior OHSJP approval and even get recommended training/seminar/conference suggestions from OHSJP staff personnel. Travel per diem based on SC State rates and Lodging is based on GSA rates. Siren mounting kit This is a cost for set up siren kit, could include: screws, water infiltration discs and mounting brackets for siren/s. Siren/siren speaker/siren control This is an entire siren package which is standard equipment on a Sheriff's Office road STEU vehicle. Thermal paper This thermal paper for STEU mounted in-vehicle printers for printing citations/tickets/warnings. This thermal paper will be purchased approx. 2-3x a year to keep the paper fresh and moisture free. Traffic safety vest These four (4) vests will be standard Sheriff's Office issued reflective vests but will also have embossed/engraved STEU decals to indicate the grant-funded STEU personnel. Vehicle console This is the state contract price for each STEU vehicle to have a center console between bucket seats vs. having NO console and straight front bench seat set up. Other- In-Car Printer/package set up this is a printer designed to print out citations, tickets and warnings, and to include mounting bracket and cabling. Other- Flasher System for Headlamp, taillamp for each STEU vehicle under state contract. Other- outside mounted Spotlight Driver's Side for each STEU vehicle under state contact.

Program Narrative

PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data; cite the source and date of your information. Sufficient data should be provided to prove the problem is significant and should be addressed. Include a discussion and analysis of trends in traffic-related incidents, their scope and characteristics. Data should be presented covering the past three (3) years. Second, include a discussion on your existing efforts and level of activities (current resources and programs) in dealing with the problem and why new or additional intervention/activity is needed.

Oconee County located in the upper northwestern portion of SC with over 77,270 (unofficial/updated 2017 census) with an annual influx over 640,000 tourists/seasonal residents/Clemson Univ. sporting events (SCPRT, 2018) continues to see more and more people driving their personal vehicles on our roadways and over 50 recorded medium/large new businesses in 2018 with commercial/larger vehicles. For past two (2) years from 2016 to 2017, Oconee County is ranked (see Attachment 2): #6 overall in Injury Collisions increased to 7.8% (which doubled from 3.8% 2015 to 2017), #1 overall in DUI Alcohol & Drug Collisions increased to 112.5%, and #1 overall in Speed/Too Fast for Conditions increased to 84.6%. The Sheriff's Office does NOT have any dedicated traffic enforcement deputies who can strictly work DUI/Impaired Driving, Speeding and seat belt usage due to their other 12-hour LEO duties. Hence, many citations are issued just to warn the drivers/passengers, even with drivers receiving repeat "warnings" with no consequences for their actions while driving on our roadways. The Sheriff's Office needs to take a proactive approach to enforcing the public message that if you drive impaired, speed or do not wear a seat belt...you will be issued a citation/ticket, possibly a fine and possibly jail time. The Sheriff feels a strong commitment to educating our young drivers, that watch/play a lot of video games, that their actions could have disastrous and fatal consequences. SCDPS/DOT stats indicate Oconee County is just outside the top twenty (20) highest stats but OCONEE does NOT want to ever be included (or recognized) in these alarming GROUP/statistics regarding fatalities, injuries, collisions and speeding. After a discussion with our local State Solicitor's Office there is a VERY low conviction rate, fines charged/collected and citation/tickets issued (DUIs, Speeding, Seatbelt usage due to limited county, city law enforcement manpower and reduced Hwy Patrol troopers due to budget constraints) and no public awareness campaign to reach our younger drivers/adults. The Oconee County Sheriff's Office has three (3) traffic sectors that are covered by 12-hour shifts with ONLY two (2) road deputies driving our roadways per sector (total of SIX for entire county) and still these road deputies have to respond to 9-1-1 calls and writing up reports before their 12-hour shift ends. These road deputies can NOT (nor can supervisors allow) deputies to just focus strictly on DUIs/Impaired Driving, Speeding and Seat Belt usage. Oconee County NEEDS to change our last 2-year trend of increasing fatalities and collisions, thereby increasing public awareness, especially targeting our younger aged drivers from 16 to 25 years of age. Under the Program Narrative - Counts page, the 2016, 2017 and 2018 stats are ONLY for the Oconee County Sheriff's Office and it shows: approx. 1.2% of the time a road deputy deals with a DUI/Impaired driver situation, 14% dealing with speeding, and less than 1% of a 12-hour shift dealing with seatbelts and child restraint issues. Checkpoints are very limited on 1 or 2 federal holiday weekends and even in 2018, there was NO checkpoints scheduled.

PROGRAM GOAL(S): Describe the broad, long-term goals of the program and indicate the change(s) or outcome(s) anticipated.

Goal 1: To decrease fatal traffic crashes/collisions by 10%, during this grant's 12-month period. Goal 2: To decrease DUI-related fatalities by 20%, during this grant's 12-month period. Goal 3: To decrease all crash-related injuries by 15%, during this grant's 12-month period. Goal 4: To decrease excessive speeding-related fatalities by 15%, during this grant's 12-month period. Goal 5: To increase drivers/all passengers to wear seat belts by 10%, during this grant's 12-month period. Especially targeting younger-aged drivers 16 to 25 years of age. Goal 6: To seek the increase of all 2-3 wheeled drivers/passengers to wear approved crash protection helmets by 10%, during this grant's 12-month period. Goal 7: To conduct at least six (6) county-wide targeted Checkpoints monthly (seeking assistance by other LEO agencies) for DUI-related consumption of alcohol/drugs and Occupant Protection/seat belt usage. Goal 8: To increase conviction rates and fines in speeding, DUIs/Impaired driving, seatbelt non-usage through the criminal justice system, during this grant's 12-month period. Goal 9: To increase the public's awareness by the Sheriff's Office Special Traffic Enforcement Unit (STEU) presenting at least six (6) presentations/demonstrations per month to emphasis: driving responsibility, obeying posted speed zones, wearing seat belts and wearing helmets. Special focus/emphasis on young drivers between 16-25 years of age.

IMPACT INDICATOR(S): State how accomplishments of the program goal(s) listed above will be measured.

Impact 1: Statistics shall be obtained from SCDPS and SC Hwy Patrol Troop 3 to verify fatal traffic collisions in Oconee County and verifying if reductions in specific targeted areas/roadways/days-of-the-week/times are utilizing STEU's stepped up efforts by the end of the grant period. Impact 2: Statistics shall be obtained from SCDPS/SCHIP to verify DUI-related fatalities and seeking reduction trends by STEU efforts by varying strategies/efforts by the end of the grant period. Impact 3: Stats shall be obtained from SCDPS/SCHIP (possibly seeking Greenville Health/Prisma Emergency Room stats) to verify crash-related injuries and seeking reduction trends by STEU efforts by varying strategies/efforts by the end of the grant period. Impact 4: Stats shall be obtained from SCDPS/SCHIP (possibly seeking GIS/Prisma stats) to verify speeding-related injuries and seeking reduction trends by STEU efforts by varying strategies/efforts by the end of the grant period. Impact 5: Stats shall be obtained from SCDPS/SCHIP to verify a reduction trend in seat belt issued citations/tickets and reduction in collision injuries while seeking visual verification by STEU efforts of seat belt usage by the end of the grant period. Seeking additional educational awareness trends by STEU efforts. Impact 6: Stats shall be obtained from SCDPS/SCHIP to verify an increase in approved protection helmets for drivers and passengers using a

2 or 3-wheeled vehicle by STEU efforts by varying strategies/efforts by the end of the grant period. Seeking educational awareness trends by STEU efforts. Impact 7: STEU stats shall show scheduled monthly checkpoints, # of vehicles/drivers/passengers interacted with STEU, assistance by other LEO agencies (City police, SC Highway Patrol, State agencies, etc.), issued citations/tickets and any arrests made or citations/tickets issued. These targeted checkpoints will be based on SCDPS/SCHP stats seeking reduction trends and educational awareness efforts by STEU by the end of the grant period. Impact 8: Stats will be obtained from the SCHP Troop 3, 10th District Solicitor's Office, Oconee County Public Defender's Office, SCIIIP Troop 3, and Oconee Magistrate's Office verifying STEU efforts in increasing conviction rates in Speeding, DUIs/Impaired driving and seatbelt usage. In addition to an increasing trend in citations/tickets issued and judicial outcomes of these cases by STEU efforts by the end of the grant period. Impact 9: STEU stats will schedule/audience numbers recorded/educational materials distributed/files maintained to verify all public awareness campaign efforts which could but not limited to: public middle/high school students, youth recreational events, targeted checkpoints based on SCDPS/SCHP stats, organizations/businesses/groups/law enforcement presentations, public service announcement (PSAs), radio spots, newspaper articles, and any outdoor events utilizing educational materials distributed by the STEU by the end of the grant period.

SPECIFIC OBJECTIVE(S): Objectives are quantifiable statements of the activities/tasks that will be implemented to fulfill project goals. They must be stated in measurable terms for the specific time periods.

Objective 1A: To hire three (3) full time (100%) grant funded LEO SC certified Corporals and one (1) Sargent (100%) within 30-45 days of grant award. Obj. 1B: To purchase all needed law enforcement equipment, installed and fully operational in accordance with the terms, conditions and approval through the OHWIIJP office, and Oconee County's and SC Procurement policies within 160 days of the approved grant acceptance starting date (this is not the grant award date). (**) Sheriff's Office will commit to supplying some "loaned" road vehicles, checkpoint supplies, cones during the arrival/outfitted timeframe of the grant funded LEO vehicles to be fully operational. Obj. 2: Most of the grant-related trainings and state/equipment certifications will be completed within 45-60 days of grant acceptance starting date. However, there will be ongoing grant-related/specific trainings, seminars and conferences attended by the four (4) STEU officers over the grant period. Obj. 3: To develop, print, collect and purchase a large portion/percentage of all public awareness/educational materials (with OHSJP approval) for distribution over the grant period within 90 days of grand acceptance date. Obj. 4: To start a public awareness campaign and develop the 1st/2nd month's PR schedule within 30-45 days of grant starting date to include: some speaking engagements, outdoor events, radio/media talk shows and written articles in 3-4 local newspapers. All monthly press releases will post STEU activities by September 30, 2020. Obj. 5: To have documented and good case-related arrests for better conviction rates, fines and jail time in DUI/Impaired driving/Speeding due to the STEU's targeted traffic enforcement efforts by September 30, 2020. Obj. 6: To have appropriate, corresponding increases in DUI/Impaired driving citations due to STEU's traffic enforcement efforts by September 30, 2020. Obj. 7: To have appropriate, corresponding increases in Speeding citations due to STEU's traffic enforcement efforts by September 30, 2020. Obj. 8: To have appropriate, corresponding increases in Occupant Protection/seat belt citations due to STEU's traffic enforcement efforts by Sept. 30, 2020. Obj. 9: To conduct a minimum of six (6) monthly traffic safety/educational awareness presentations to area schools, businesses, clubs, civic/church organizations, large public gatherings/events and specifically targeting younger aged drivers/passengers between the ages of 16-25. Obj. 10: STEU Sgt.-Corporals actively participate in the local Law Enforcement Network and attend meetings to participate in regards to: trends, statistics, targeted roadways/intersections, and possibly future grant-related training topics during the entire grant funded period. STEU Task force meetings (within Oconee County) with participation from other LEO agencies (federal, state and municipalities) for the benefit of: assisting/assigning future Checkpoints and targeted locations/dates/times, training as needed, distribution of educational awareness materials, speaking engagements and/or public demonstrations opportunities/scheduled, decisions made using gathered grant-related statistics, how to assist other LEO agencies with STEU's grant focus and working schedules, and addressing any concerns or issues that pose an increasing (or decreasing) trend to the community over the entire grant period. Also, quarterly meetings with Solicitor's, Magistrate's, Public Defender's offices to better understand the STEU's role in judicial proceedings with minutes taken and maintained by the Program Director/STEU Sgt. Obj. 11: STEU Sgt. will report monthly to the SCDPS office data required by law which is collected from non-arrest and non-citations traffic stops, all grant specific citations for DUIs/Impaired Driving, Speeding and Seat Belt citations over the entire grant period. Obj. 12: STEU Sgt. will submit monthly work schedules (10-12 hr. shifts) and targeting areas (utilizing stats and Checkpoint stats) on Monthly Enforcement reporting forms which will be submitted by the 10th of each month for the previous month over the entire grant period. Obj. 13: STEU Sgt. will work with the Oconee County's Grants and Finance Offices to submit timely reports and submit for reimbursements and quarterly reports as it pertains to OHSJP grant guidelines.

PERFORMANCE INDICATOR(S): State exactly how each objective will be measured. Performance indicators must be matched to each program objective listed above.

Perf. Ind. 1A: Oconee County HR will post the four (4) newly grant funded STEU positions and follow all hiring guidelines. The Sheriff's Office will hire the STEU personnel and maintain all hiring/training/certification documents. Perf Ind 1B: The Sheriff's Office, with the assistance by Oconee County's Procurement/Grant Offices, to purchase and have fully operational/installed all grant funded items and equipment AND needed officer safety equipment (non-allowable under OHSJP funding) within 160 days of the grant starting date. All state/county purchasing guidelines will be adhered to and will seek out minority/women-owned/state contracted vendors when appropriate. Perf Ind 2: All required trainings/certifications will have prior OHSJP approval before attending any In-State and Out-of-State trainings, seminars or conferences and any trainings/certifications on vendor equipment. Prior approval by OHSJP before registering and seeking grant-related trainings to better equip the STEU team and their duties. Perf Ind 3: The STEU will search out educational materials that could be free, through OHSJP, national campaigns or even printed out (prior OHSJP approval) materials for targeted audiences (i.e., young drivers, minority groups, seniors, etc.) Perf Ind 4: The STEU

team will conduct at least six (6) monthly traffic safety presentations and maintain a log sheet reflecting: venue/location, number of people/students in audience (even by gender, race and age group if possible), educational materials distribution (even possibly a number count), pledges by younger drivers and if car seats are distributed FREE (United Way or SC Buckle Up campaigns). The STEU Sgt., will issue monthly press releases to the various local media outlets detailing STEU's activities. Copies of press releases will be maintained for audit purposes in Sheriff's Office grant folder. During some presentations students/young drivers will be instructed to use the "impaired" goggles to demonstrate what it could be driving a vehicle. Perf Ind 5: The STEU will research which grant-related training will provide the best training to make good arrests and cases for the 10th District Solicitor's Office and Magistrate's Office to seek higher conviction rates and jail time for offenders. Possibly even seeking out alternative options for younger drivers so they will become ambassadors against DUIs/Impaired driving, Speeding, and wearing seatbelts and helmets. Perf Ind 6: The STEU will maintain log sheets (electronic computer dispatch software) for statistical/reporting grant purposes as it relates to DUI/Impaired Driving citations over the entire grant period. Reporting of gender, race, and age will be conducted. Perf Ind 7: The STEU will maintain log sheets (electronic computer dispatch software) for statistical/reporting grant purposes as it relates to Speeding citations over the entire grant period. Reporting of gender, race, and age will be conducted. Perf Ind 8: The STEU will maintain log sheets (electronic computer dispatch software) for statistical/reporting grant purposes as it relates to Occupant Protection/seat belt citations for drivers and passengers over the entire grant period. Reporting of gender, race and age will be conducted. Perf Ind 9: The STEU will conduct at least six (6) monthly traffic safety presentations to: area schools, colleges/trade schools, businesses, clubs, groups, civic/church organizations and at public gathering events. STEU will maintain log sheets as to the venue/location, audience number, educational materials distributed, and FREE car seats distributed. Perf Ind 10: STEU Sgt.-Corporals will commit to attending monthly/quarterly Law Enforcement Network (LEN) meetings to participate in discussions, gathering stats, possible checkpoints and roadways for details and possibly some grant-related training topics to LEN participants. STEU Log sheets will be maintained of these LEN meeting if it relates to grant topics and meeting minutes with Solicitor's, Magistrate's, Public Defender's offices quarterly meeting. Perf Ind 11: STEU Sgt. will maintain all stats on log sheets (electronic computer reporting software) regarding non-citations and non-arrests with STEU team members explaining why the vehicle was stopped and not given a citation/fine as it relates to DUI/Impaired driving, Speeding and/or Seat Belt usage. Perf Ind 12: Program Director and the STEU Sgt. will schedule and maintain individual STEU team's work schedules for the STEU team, to include: patrolling roadways, checkpoints conducted, court appearances, citations/tickets issued, vacation/sick time, trainings/seminars/conferences attendance, and public speaking presentations. Perf Ind 13: The Program Director/STEU Sgt. will work and submit (online through www.scdpsgrants.com) all reports and reimbursements as stipulated in the grant guidelines.

PROJECT NARRATIVE: Provide a comprehensive step-by-step description of the project, indicating the tasks and activities to be employed to address the outlined in the Problem Statement. Detail what will be accomplished, how activities will be implemented, and who will perform the tasks. Each specific objective should be addressed, including an explanation of how it will be achieved.

Selection/Hiring of STEU team: Selection, hiring by County IIR and training (Sheriff's Office) four (4) full time (100%) Special Traffic Enforcement Unit (STEU) law enforcement SC state-certified with spending approx. 80% of their time conducting patrols and enforcement efforts for DUIs/Impaired Driving, Speeding and non usage of seat belts. Patrolling shifts could be 10-12 hour working 3PM to 6 AM, Thursday to Sunday (or Monday if a national holiday weekend), 10% for court appearances and attending trainings/meetings, and 10% for public awareness/educational campaign...targeting our younger aged drivers/passengers from 16-25 years of age. **Trainings/Certifications/Seminars/Conferences:** Any trainings and travels will be pre-approved by OHSJP (and Sheriff's Office Training dept.) and guidance as to which/what type of trainings will give STEU members a better understanding of their responsibilities/roles in attaining the grant's goals and objectives. The STEU will seek approx. 2-4 In-State trainings (possibly thru SLED or 3rd party vendors), 1-2 Out-of-State (pre-approved) trainings/seminars/conferences as it relates to grant topics. These training efforts will better equip the STEU members to accomplish listed goals/objectives. The Sheriff's Office training department will assist in some of the training but outside sources will be researched to provide the best training. **Grant Funded Equipment/Items:** Sheriff's Office/County Procurement Office will seek to submit ALL grant funded and officer safety equipment within 30-45 days of grant award but some of the larger costs items could take 120-160 days for delivery and/or installation. County Procurement/Sheriff's Office will seek out minority-owned/women-owned/state contracted vendors when possible. Items/Equipment more than \$2,500/each, will be County tagged for inventory grant purposes. Some items in the budget will be combined under one cost/line item because those items are NOT broken out based on SC State Contract. The grant funded equipment and the Sheriff's Office "loaned" equipment will ensure the STEU is actively pursuing traffic enforcement efforts so goals/objectives can be reported starting in the first quarter of the grant period. **STEU Efforts/Activities:** STEU members will spend approx. 80% of their time on scheduled roadway traffic patrolling, checkpoints and grant-related enforcement efforts targeting drivers with DUIs/Impaired driving, Speeding, and drivers/passengers not wearing seat belts and children not being restrained in approved car seats. 10% of STEU's time will be allocated for court hearings, trainings and 10% towards the Public Awareness campaign will be ongoing with PSAs, written articles, stats, speaking engagements and educational materials distributed through out the entire grant period. **Media and Public Awareness Outreach:** The public awareness campaign and educational materials will be developed within the 1st quarter and monthly press release updates to the various local media outlets on the STEU's efforts which will be provided by the STEU Sgt./Sheriff's Office Public Information Office. These efforts will meet some of the goals/objectives stated throughout the grant period. **Local law enforcement and judicial coordination:** STEU will actively attend and schedule meetings with the LEN and local judicial entities to keep everyone abreast of STEU's enforcement efforts and seeking out assistance where needed. **Reporting and Reimbursements:** STEU Sgt. will maintain all log sheets, statistics, working schedules, public speaking engagements, trainings, vacation/sick time and will seek out the County's Finance/Grants offices for quarterly reporting and reimbursement submissions.

PROJECT EVALUATION: The purpose of evaluating a project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. In this section, describe the plan or process for assessing the impact on the highway safety problem(s) in your jurisdiction. The completed evaluation report should be included in the Final Narrative Report submitted for the project.

This STEU Program will be evaluated by determining the degree the nine (9) Goals and Objectives of the grant are being met on a monthly/quarterly/annual basis. Statistical information will be cumulated on a quarterly and annual basis from the SC Hwy Patrol Troop 3 and SCDPS OHSJP statistics and compared to prior 2016, 2017 and 2018 years. Along with statistical information on specific roadways, intersections and other high incidents of DUIs/Impaired driving, speeding and seat belt citations issued around Oconee County by various law enforcement agencies. The Program Director/STEU Sgt. will evaluate (with assistance by Sheriff's staff command) the STEU's monthly scheduling/stats throughout the grant period to determine any shortfalls or obstacles that can be improved upon as the grant period progresses until Close Out of the first year of OHSJP funding. The entire STEU team will ensure the grant's goals and objectives will be met and exceeded. All these stats, and improvements on strategies will be submitted within quarterly reports to OHSJP staff.

PROJECT CONTINUATION: Explain how the project activity will be continued after federal funding assistance is no longer available.

Oconee County council members and Sheriff's Office will make the financial commitment to continue funding these four (4) STEU officer positions to keep the commitment ongoing under the Sheriff's Office annual budget when this federal funding is completed. The Sheriff's Office will continue to seek reductions in fatalities, crashes and sever collisions through a continued public awareness and educational campaign which will highlight the reductions DUIs/ Impaired driving, Speeding and increases in seat belt/helmet usage and targeting our young drivers between 16 to 25 years of age. The Sheriff's Office will continue to work with Safe Kids Upstate to provide FREE child approved car seats (various setups) and bike helmets. Our commitment is to have our children safe in vehicles and on bikes. Sheriff's Office will seek out grant funding or organizations that give out FREE Moped and motorcycle helmets to drivers and passengers. Sheriff's Office will seek 2nd and 3rd year SCDPS OHSJP funding to include other grant authorized/listed equipment which will NOT be requested on this 1st year of funding request, for example: Lidar (Sheriff has a few spare units), MDT, checkpoint supplies and cones (Sheriff has some checkpoint supplies for 1st year STEU activities), and possibly seeking (4) Digital License Plan Recognition Pkgs under the 2nd year of funding.

MEDIA PLAN: Discuss your plans for announcing the award of this grant to your community through media outlets available to you. Also, please discuss how you plan to keep the public informed of grant activities throughout the entire project period.

Upon notification of the OHSJP grant award, the Sheriff's Office Public Information Office will send out a press release and a brief monthly schedule regarding this FY19 grant award and what the Sheriff's Office STEU Program goals and objectives will be. The Sheriff's Office will continue on a monthly basis to announce all public educational awareness events/speaking engagements/demonstrations/checkpoints and enforcement efforts by the STEU members. The different media venues will be contacted when checkpoints have been scheduled and stats collected so they can be announced. At no time will actual names, identifying markers or photos be given to media due to future prosecuting efforts and open cases against violators and in regards to lose of life. However, public speaking presentations could have photos taken by various media outlets (with Sheriff's Office prior approval) before posting this public awareness event in a local media outlet.

Program Narrative - Counts

TOTAL PROJECT AREA POPULATION: Provide the most current population figures for the area served by this project. The population of the project area may be larger than the population of the recipient unit of government (e.g. the project is a multi-jurisdictional effort) or smaller (e.g. the project targets a specific segment of the jurisdiction). Cite the source of the information presented.

**Total Population for
county(ies) or
City/Town:** 77270

**Cite source of
information:** update/unofficial census 2017

AGENCY INFORMATION: (For Law Enforcement Agencies ONLY) Provide agency staff information, as well as the current level of enforcement activity for the entire department for the three previous calendar years.

**# of sworn officers in
agency:** 109

**# of non-sworn staff in
agency:** 11

**Total # of personnel in
agency:** 120

NUMBER BY CALENDAR YEAR

| <u>ACTIVITY</u> | CY: 2016 | CY: 2017 | CY: 2018 |
|-------------------------------------|----------|----------|----------|
| DUI Arrests | 11 | 14 | 11 |
| Speeding (All Cases) | 101 | 133 | 135 |
| Safety Belt Violations | 5 | 4 | 5 |
| Child Restraint Violations | 3 | 3 | 0 |
| All Other Traffic Violations | 800 | 719 | 828 |
| Traffic Crashes Investigated | 0 | 0 | 0 |
| Check Points Conducted | 8 | 6 | 0 |

Implementation Schedule

IMPLEMENTATION SCHEDULE

The Implementation Schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. The "Implementation Actual Time Frame" section will be used to reflect the actual activities, dates, etc. when submitting your Progress Report after the grant is approved.

| Implementation Tasks | Person Responsible | Implementation Proposed (Proposed Quarters) | | | | Implementation Actual Time Frame (Actual Dates) | | | | Date |
|--|---------------------------------|--|-------------------------------------|-------------------------------------|-------------------------------------|---|--------------------------|--------------------------|--------------------------|------|
| | | 1 Qtr | 2 Qtr | 3 Qtr | 4 Qtr | 1 Qtr | 2 Qtr | 3 Qtr | 4 Qtr | |
| Post/Hire (3) STEU Cpls. & (1) STEU Sgt. | County HR/Sheriff's Office | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Purchase Orders all equipment & LEO items | Sheriff's Office/Procurement | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Trainings/Certifications for STEU | Sheriff's Office/Prog. Director | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Installation of all equipment in LEO vehicles | Sheriff's Office/Procurement | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Determine Enforcement Locations | Prog. Director/STEU Sgt. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Patrolling Efforts-DUI/Impaired | STEU | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Patrolling Efforts-Speeding | STEU | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Patrolling Efforts-Seat Belt/Occupant Protection | STEU | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Educational Efforts-Speaking Engagements | STEU | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Media Awareness Efforts | STEU/Sheriff's Office PIO | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Trainings/Seminars/Conferences (In State) | STEU/OHSJP | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Trainings/Seminars/Conferences (Out-of-State) | STEU/OHSJP | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Collection of Data/Stats | Prog. Dir./STEU Sgt. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Submit Monthly Working Schedules (STEU) | Prog. Dir./STEU Sgt. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Submit Quarterly Reports to OHSJP | Prog. Dir./STEU Sgt. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Submit Financial Reports/Reimbursements | Prog. Dir./STEU Sgt. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Qtr. Mtg with LEN | Prog. Dir./STEU Sgt. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Qtr. Mtg with Solicitor/Magistrate/Public Defender | Prog. Dir./STEU Sgt. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Car Seat Distribution (FREE) | STEU | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Checkpoints | STEU | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Close Out Grant Oct 2020 | Prog.Dir./Grants/Finance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Acceptance of Audit Requirements

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's Office do not have to complete this form.

We agree to have an audit conducted in compliance with 2 CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter, if applicable, to:

Grants Administration Accountant - D2
S.C. Department of Public Safety
10311 Wilson Blvd., PO Box 1993
Blythwood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning 2019-07-01 Ending 2020-06-30
2. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs by: 2021-01-15 (Date)

NOTE: The audit or written certification must be submitted to the Office of Safety and Justice Programs, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR 200.501.

Any information regarding the CFR audit requirements will be furnished by the Office of Safety and Justice Programs, S.C. Department of Public Safety, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Terms & Conditions

Terms and Conditions

1. **Availability of Federal Funds:**

This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds. For federal funds, availability is controlled by the United States Congress.

2. **Applicable Federal Regulations:**

The subgrantee will comply with applicable statutes and regulations, including but not limited to 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended; Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94; [23 CFR Part 1300](#) - Uniform Procedures for State Highway Safety Grant Programs; [2 CFR Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards; 2 CFR Part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Administrative Orders issued by the National Highway Traffic Safety Administration (NHTSA).

3. **Allowable Costs:**

The allowability of costs incurred under any grant shall be determined in accordance with the cost principles outlined in [2 CFR Part 200](#) and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules, and regulations conforming to limitations or exclusion of costs as set forth in the applicable Super Circular referenced above.

4. **Audit Requirements:**

According to the Office of Management and Budget (OMB) 2 CFR Subpart F §200.501 – Audit Requirements, a non-federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with OMB 2 CFR Subpart F § 200.514. Please see OMB 2 CFR Subpart F § 200.502, Basis for determining Federal awards expended - to ensure all expended funds are accounted for. A copy of the audit must be made available to the Office of Highway Safety and Justice Programs within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, all grant contractors are subject to a financial and compliance audit by state and/or federal auditors. All documents associated with the grant project must be made available at any time for inspection by the Office of Highway Safety and Justice Programs or their designated representatives. The OMB 2 CFR Subpart F § 200.333, provides information on "Retention requirements for records". All financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, until any outstanding audits are completed. The Office of Highway Safety and Justice Programs will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.

5. **Non-Discrimination:**

During the performance of this contract/funding agreement, the subgrantee agrees:

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time. These include but are not limited to:

- i. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat.252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
- ii. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iii. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686), (prohibits discrimination on the basis of sex);
- iv. **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. 794 *et seq.*), (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- v. **The Age Discrimination Act of 1975**, as amended (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. **The Civil Rights Restoration Act of 1987** (Pub. L. 100-259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- vii. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- viii. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087 to 74100).
- ix. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies and activities, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- x. **The Drug Abuse Office and Treatment Act of 1972** (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- xi. **The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970** (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- xii. **Sections 523 and 527 of the Public Health Service Act of 1912**, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse.

a. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

b. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

c. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a

- contract or funding agreement, in whole or in part; and
- d. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
 - e. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the Office of Highway Safety and Justice Programs.

6. Minority Business Enterprise (MBE) Obligation:

A grant contractor shall make every effort to consult vendors representing minority and women's business enterprises before expending federal highway safety funds. A minority and women's business enterprise is defined as a small business, which is owned and controlled by socially and economically disadvantaged individuals. "Socially and economically disadvantaged individual" means a citizen of the United States or person lawfully residing in the United States or its possessions who is a minority or woman regardless of race or ethnicity or any other individual found disadvantaged by the Small Business Administration.

7. Conflict Of Interest:

Personnel and other officials connected with this grant shall adhere to the requirements given below:

- a. **Advice:** No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
- b. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:
 1. Using his or her official position for private gain;
 2. Giving preferential treatment to any person;
 3. Losing complete independence or impartiality;
 4. Making an official decision outside official channels; or
 5. Affecting adversely the confidence of the public in the integrity of the government or the program.

8. Bonding:

It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

9. §200.444 General Costs of Government:

- A. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in §200.474 Travel costs). Unallowable costs include:
 1. Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;
 2. Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
 3. Costs of the judicial branch of a government;
 4. Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements); and
 5. Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.
- B. For Indian tribes and Councils of Governments (COGs) (see §200.64 Local government), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014]

10. Project Implementation:

The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

11. Written Approval of Changes:

Any changes to the subgrant, which are mutually agreed upon, must be approved, in writing, by the Office of Highway Safety and Justice Programs prior to implementation or obligation and shall be incorporated in written amendments to the grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Request for grant revisions transferring funds from one budget line item to another should be submitted as soon as it becomes apparent that there is a need for a change; however, budget revision requests will not be accepted after June 30th of the funding cycle.

12. Budget Revision Requirements:

The major budget categories are: Personnel, Contractual Services, Travel, Equipment, and Other.

A budget revision will not be required unless:

- a. The expended amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%;
- b. The quantity of Personnel or Equipment changes;
- c. Or an item to be purchased is not listed in the grant budget;
- d. The Final grant revisions are requested to be submitted by the June 30th day before the close of the project year listed on the grant award documents. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project. Revisions must be completed online via GMIS. Every change made to the original application or subsequent revisions, is considered a revision and will require you to create a revision, and justify the revision. Should you need assistance, please contact the appropriate Program Staff;
- e. Retroactive approval of revisions will not be granted; costs incurred in such situations will not be reimbursed;
- f. Revision requests for new or different activities not related to the scope of the original approved grant will not be considered.

13. Contract Approval Requirements:

The Subgrantee must receive approval of all contract agreements for services and products from the Office of Highway Safety and Justice Programs prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written

approval of the contract is given, an executed copy of the contract must be submitted to the Office of Highway Safety and Justice Programs prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

14. Individual Consultants:

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, as required by the federal oversight agency. The current federally-approved rate must not exceed the maximum of \$650.00 per day or \$81.25 per hour.

15. Dual Employment Compensation:

Dual employment compensation must be approved by the Office of Highway Safety and Justice Programs prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the Office of Highway Safety and Justice Programs.

16. Sole Source Procurement:

(All purchases must be pre-approved by the Office of Highway Safety and Justice Programs). Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the Office of Highway Safety and Justice Programs.

17. Bidding Requirements:

(All purchases must be pre-approved by Office of Highway Safety and Justice Programs) The subgrantee must comply with proper competitive bidding procedures as required by 2 CFR 200. *Bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval prior to acceptance of any quote/bid on any items, including those bids in the aggregate, whose total cost requires a bid.* Provide a copy of all bids submitted; the bid selected; and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. *Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract are still required to be submitted to the Office of Highway Safety and Justice Programs for approval.* Include the state contract number and the contract ending date on the invoice when it is submitted with the Request for Payment.

- a. **Purchases \$2,500 and less:** Purchases not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from other than the previous supplier before placing a repeat order. Subgrantee grant budget items equal to or less than \$2,500 will be evaluated by the Office of Highway Safety and Justice Programs Financial staff at the time of grant budget approval or revision, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.
- b. **Purchases from \$2,500.01 to \$4,999.99,** this documentation must include three (3) written quotes. The award must be made to the lowest responsive and responsible sources.
- c. **Purchases from \$5,000 to \$10,000,** on any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval prior to acceptance of any bid. Provide the following information:
 1. A copy of all bids submitted.
 2. The bids selected.
 3. The criteria used for selection.
 4. If other than low bid selected, provide justification.
- d. **Purchases from \$10,000.01 to \$50,000:** Requires bid specification that must be submitted to the Office of Highway Safety and Justice Programs prior to solicitation of written bids or proposals. Also requires solicitation of written bids or proposals that must be advertised at least once in the SC Business Opportunities publication or through a means of central electronic advertising. Award must be made to the lowest responsive and responsible source or when a Request for Proposal is used, the highest ranking offer. Submit to the Office of Highway Safety and Justice Programs for approval prior to obligation of grant funds.

18. Personnel:

All personnel funded under this grant must be identified by name and date of hire. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in writing within 30 days from the date of hire, or the date the change occurs. Costs for personnel can only be reimbursed for the time spent directly on the implementation of the project (if benefits are included, this encompasses accrued annual and sick leave). All Requests for Payment (RFP) must include timesheets for grant-funded personnel. Payment will not be processed without submission of timesheets. Agency timesheets may be used, or a timesheet can be provided by Office of Highway Safety and Justice Programs upon request. The timesheets must include the time period requested for reimbursement. These records must be available for review when a monitoring visit is made by the Office of Highway Safety and Justice Programs.

19. Use of Grant-Funded Traffic Officers:

The purpose of funding traffic safety units is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic safety enforcement units must ensure that the level of enforcement for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant-funded unit. In other words, the grant-funded traffic officers are not to replace existing personnel who are performing traffic enforcement duties. Existing personnel should continue traffic enforcement efforts. Progress reports must reflect the activity level of existing personnel separate from grant-funded personnel. Grant-funded traffic officers are not permitted to provide any type of escort services (funeral processions, parades, etc.) since their primary responsibility is traffic law enforcement and traffic safety education. They may only perform those tasks specified in the approved grant agreement.

20. Travel Costs:

Travel costs for lodging must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate for lodging, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes, which provides mileage rates, must be submitted with the application. Meals will be covered at the state rate of \$25 per day for in-state travel and \$32 per day for out-of-state travel. **Out-of-State Travel:** The subgrantee must receive prior approval from the Office of Highway Safety and Justice Programs on all out-of-state travel not specified in the approved grant application. Lodging receipts are required and must itemize room charges and taxes by date. Reimbursement for checked baggage fee is limited to only one (1) checked bag and must be within the airlines' size & weight restrictions (with receipt). The Office of Highway Safety and Justice Programs will not reimburse any overweight and oversized baggage fees if your bag exceeds weight or size limits. Hotels that are booked through websites like Expedia, Kayak and Travelocity are not allowed and will not be reimbursed. The most economical means of transportation must be utilized. Fares for taxis, bus, or light rail service to and/or from an airport are reimbursable with a valid receipt. The Office of Highway Safety and Justice Programs will not reimburse any

- amounts for tips. A rental car should only be used when other forms of transportation are not available and prior approval from the Office of Highway Safety and Justice Programs must be granted. Documentation is required for reimbursement of the rental fee and gas. Car rental insurance is not reimbursable.
21. **Training Approval:**
When grant funds are used to pay for the training of grant-funded personnel (e.g., registration, lodging, meals, or mileage) prior written approval by the Office of Highway Safety and Justice Programs must be obtained. A copy of the agenda must also be submitted to the Office of Highway Safety and Justice Programs.
 22. **Obligation of Grant Funds:**
Grant funds must not be obligated prior to the effective date of award or approved revision or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.
 23. **Utilization and Payment of Grant Funds:**
Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.
 24. **Recording and Documentation of Receipts and Expenditures:**
Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
 25. **Financial Responsibility:**
The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
 - c. The accounting system should provide accurate and current financial reporting information.
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
 26. **Reports:**
The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Highway Safety and Justice Programs may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. The subgrantee shall provide a final narrative report on project performance within 30 days after the close of the grant period.
 27. **Program Income:**
All program income generated by this grant during the project must be reported to the Office of Highway Safety and Justice Programs quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the Office of Highway Safety and Justice Programs.
 28. **Cash Depositories:**
Subgrantees are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.
 29. **Retention of Records:**
Records for non-expendable property purchased totally or partially with grantor funds must be retained for three (3) years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three (3) years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three (3) years after the litigation, claim or audit is resolved.
 30. **Property Control:**
Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property:
 - a. **Title:** Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - b. **Property Control Record Form:** At the time the final request for payment is submitted, the subgrantee must file with the Office of Highway Safety and Justice Programs a copy of the Property Control Record Form (provided by the Office of Highway Safety and Justice Programs) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the Office of Highway Safety and Justice Programs and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
 - c. **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the Office of Highway Safety and Justice Programs prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the Office of Highway Safety and Justice Programs immediately.
 31. **Performance:**
This grant may be terminated or fund payments discontinued by the Office of Highway Safety and Justice Programs where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the Office of Highway Safety and Justice Programs. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the Office of Highway Safety and Justice Programs, the subgrantee shall reimburse the Office of Highway Safety and Justice Programs the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the Office of Highway Safety and Justice Programs for payments made.
 32. **Deobligation of Grant Funds:**

All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the Office of Highway Safety and Justice Programs.

33. **Copyright:**

Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or Office of Highway Safety and Justice Programs (Office of Highway Safety and Justice Programs) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or Office of Highway Safety and Justice Programs purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant, and;
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the Office of Highway Safety and Justice Programs' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

34. **Produced Materials/Publications:**

Materials produced as part of the grant shall indicate that the project is sponsored by the Office of Highway Safety and Justice Programs of the South Carolina Department of Public Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to the Office of Highway Safety and Justice Programs for written approval prior to final production and/or distribution. Prior to submission of the final request for payment, the subgrantee shall submit to the Office of Highway Safety and Justice Programs two copies of all materials produced as part of the grant.

35. **Closed Captioning of Public Service Announcements:**

Any television public announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

36. **Confidential Information:**

Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the Office of Highway Safety and Justice Programs requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the Office of Highway Safety and Justice Programs.

37. **Disclosure of Federal Participation:**

In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project to apply to a procurement for goods or services that has an aggregate value of \$500,000 or more unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition, and;
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

38. **Cost Assumption:**

The applicant agrees to the assumption of the cost of the project after the federal funding period has expired.

39. **Political Activity (Hatch Act):**

The subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

40. **Equipment Purchase:**

All equipment purchases must be specifically itemized in the budget proposal. If not included in the original budget proposal, expressed written approval from the Office of Highway Safety and Justice Programs is required prior to any purchase. Upon receipt of any equipment purchased with federal funds, the grant contractor must complete an "Equipment Inventory Log" and submit it to the Office of Highway Safety and Justice Programs. The "Equipment Inventory Log" is located on the Office of Highway Safety and Justice Programs website. The subgrantee must appropriately maintain any equipment purchased under the grant contract. Office of Highway Safety and Justice Programs staff will provide an OHSJP inventory tag to be placed on all equipment purchases.

41. **Equipment Use:**

Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.

42. **Observance of National Safety Weeks:**

All subgrantees shall assist the Office of Highway Safety and Justice Programs in activities associated with Sober or Slammer/Christmas /New Year's (December and January); Buckle Up South Carolina (May); Operation Southern Shield (July), Sober or Slammer/Labor Day (September); and the observance of National Child Passenger Safety Week (September).

43. **Specialized Equipment/Occupant Protection Device Purchases:**

The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

44. **Purchasing Deadlines Required to Meet Federal Fiscal Year Close-Out:**

Purchases in excess of \$5,000 in the unit or aggregate and requiring approval of specifications/bid awards must be submitted through standard approval process prior to August 1st each year. All grant-funded expenditures must be requested, purchased, invoiced, and delivered prior to September 30th.

45. **Fiscal Regulations:**

The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Office of Highway Safety and Justice Programs Guidelines or "Special Conditions" placed on the grant award.

46. **Compliance Agreement:**

The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the Office of Highway Safety and Justice Programs. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the subgrantee of costs deemed unallowable.

47. **Suspension or Termination of Funding:**

The Office of Highway Safety and Justice Programs may suspend, in whole or in part, and/or terminate funding or impose another sanction on a subgrantee for any of the following reasons:

1. Failure to adhere to the requirements, standard conditions or special conditions.

2. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
3. Failure to submit reports.
4. Filing a false certification in this application or other report or document.
5. Other good cause shown.

48. **Buy America Act:**

The subgrantee will comply with the provisions of the Buy America Act (23 U.S.C. §313), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

49. **Restriction on State Lobbying:**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

50. **Federal Funding Accountability and Transparency Act (FFATA):**

The Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act – Pub.L. 109-282, as amended by section 6202(a) of Pub.L. 110-251) requires the Office of Management and Budget (OMB) to maintain a single searchable website that contains information on all federal spending awards. The site is www.USASpending.gov. The Transparency Act requires every grant/sub-grant/contract/sub-contract equal to or greater than \$25,000.00 awarded by the Office of Highway Safety and Justice Programs to be accounted for on the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) at www.fsrs.gov. All contractors awarded federal funding equal to or greater than \$25,000.00 will be required to submit specific information requested by the Office of Highway Safety and Justice Programs to comply with the Transparency Act.

51. **Prohibition on Using Grant Funds to Check for Helmet Usage:**

The subgrantee must not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

52. **Policy on Seat Belt Use:**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit www.trafficsafety.org.

53. **Policy on Banning Text Messaging While Driving:**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

54. **Indirect Costs:**

Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are normally charged to Federal awards by the use of an indirect cost rate. A separate indirect cost rate(s) or IDC rate is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards.

2 C.F.R. §200.331(a)(4) and 2 C.F.R. §200.414(4)(f) states...if a subrecipient does not have a federally negotiated indirect cost rate, the pass-through entity may either negotiate a rate with that subrecipient or apply the de minimis indirect cost rate of 10% of modified total direct costs (MTDC). The pass-through entity may not force or entice the subrecipient without a federally negotiated indirect cost rate to accept a rate lower than the de minimis rate of 10%. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward or subcontract under the award (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

55. **Active DUNS number, Central Contractor Registration (CCR) registration, and South Carolina State Vendor ID are required for federal reporting purposes and reimbursement:**

A DUNS number is required during the application process: A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point-of-contact information, and registration is required only once. The DUNS number will be used throughout the grant life cycle. Obtain a DUNS number by calling 1-866-705-5711 or by applying online at <https://fedgov.dnb.com/webform>.

- a. **System for Award Management (formerly Central Contractor Registration [CCR]):** The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB). SAM is a Federal Government-owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to

receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box. <https://www.sam.gov/portal/public/SAM/>.

- b. **South Carolina State Vendor Number:** To ensure that your agency is registered with the state, in order to receive reimbursement for grant-eligible expenses, an agency or entity will need to go to the following link and register to obtain a SC State Vendor number. <http://www.mmo.sc.gov/PS/vendor/PS-vendor-registration.phtm>. This information should be sent with the first Request for Reimbursement to the person listed on the cover letter in your award packet.

56. Certifications Regarding Federal Lobbying, Debarment and Suspension and Drug-Free Workplace Requirements and other Responsibility Matters:

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Highway Safety and Justice Programs determines to award the covered transaction, grant, or cooperative agreement.

57. Certification Regarding Federal Lobbying:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. The undersigned certifies, to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

58. Certification Regarding Debarment and Suspension: Instructions for Primary Certification (States):

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- 59. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:**
1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 60. Instructions for Lower Tier Certification:**
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require low tier participants to comply with 2 CFR Parts 180 and 1300.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- 61. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 62. Drug-Free Workplace Certification Act 1988 (41 U.S.C. 8103):**
- The State will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The grantee's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - e. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no

- later than five days after such conviction.
4. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
 5. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs of all of the paragraphs above.

Certification by Project Director

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Mr.

Name: Tommy

Suffix: Crompton

Title: Lt.

Agency: Oconee County Sheriff's Office

Mailing Address: 415 S. Pine St.

City: Walhalla

State: SC

9 Digit Zip: 29691-2197

(Area) Phone Number: (864) 638-4118

(Area) Fax Number: (864) 638-4208

E-Mail Address: tcrompton@oconeelaw.com

Signature: Lt. Tommy Crompton

Bonded: yes^o no^c

I certify that the Authorized Official and Chief Financial Officer are aware and in agreement with the grant as set forth above.

Certification by Financial Officer

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Mrs.

Name: Ladale

Suffix: Price

Title: Director of Finance

Agency: Oconee County

Mailing Address: 415 S. Pine St

City: Walhalla

State: SC

9 Digit Zip: 29691-2197

(Area) Phone Number: (864) 364-5188

(Area) Fax Number: (864) 710-1022

E-Mail Address: lprice@oconeesc.com

Signature: Ladale Price

Bonded: yes^o no^o

Certification by Official Authorized to Sign

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would have otherwise been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

Prefix: Ms.

Name: Amanda

Suffix: Brock

Title: Interim County Administrator

Agency: Oconee County

Mailing Address: 415 S. Pine St.

City: Walhalla

State: SC

9 Digit Zip: 29691-2197

(Area) Phone Number: (864) 638-4245

(Area) Fax Number: (864) 638-4246

E-Mail Address: abrock@oconeesc.com

Signature: Amanda Brock

Bonded: yes no

* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICAL AUTHORIZED TO SIGN CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA SIGNATURE.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 17, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Request for the Council to commit matching funds, not to exceed \$30,000.00, toward the SC Department of Agriculture Community Grant Program application, to be submitted by the Foothills Agriculture Resource and Marketing Center for \$100,000.00. Allocation of these funds is contingent upon the Grant being awarded to the FARM Center.

BACKGROUND OR HISTORY:

The FARM Center needs to expand the footprint of the fairgrounds in order to enlarge the educational/agricultural displays available during major events, including the fair. The FARM Center will also need an access road across the rear of the property and expanded parking in order to increase the number of visitors and provide safe access to all parts of the grounds for the Foothills Heritage Market, the SC Foothills Heritage Fair and other events planned for the future. The county's committed funds will go toward improving the safety of the public and expanding their access to the fairgrounds during events such as the annual Foothills Heritage Fair and during the Saturday Farmers Market, which provides fresh, local produce and more to the Oconee County community.

SPECIAL CONSIDERATIONS OR CONCERNS:

Since its inception in 2008, the FARM Center has returned over \$65,000.00 to Oconee County through the Foothill's Heritage Fair and the Foothill's Heritage Market in the form of youth scholarships to college, leadership camps, beekeeping courses, and investment in start-up business costs for beekeeping youth. This return has also supported other charitable groups within Oconee County, such as band boosters, baseball teams, FFA and ROTC programs at local schools, the Shriners and the Masons. Additionally, the FARM Center has increased the USDA/DSS Senior Voucher program in Oconee County by creating Market Tokens for seniors to have more dollars to spend on fresh, local, healthy foods.

FINANCIAL IMPACT:

Check Here if Item Previously approved in the Budget. Funding to be allocated from Oconee Support.

Approved by:  Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: N/A

If yes, who is matching and how much:


Approved by:  Grants

ATTACHMENTS

STAFF RECOMMENDATION:

It is the staff's recommendation that Council commit matching funds, not to exceed \$30,000.00, toward the SC Department of Agriculture Community Grant Program application, to be submitted by the Foothills Agriculture Resource and Marketing Center for \$100,000.00. Funds committed by the Council are contingent upon award from the SC Department of Agriculture Community Grant Program.

Submitted or Prepared by:


Madeline Compton, Grants Writer

Approved for Submittal to Council:


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.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 17, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX Grants / Fall 2019 Cycle / \$72,000

BACKGROUND OR HISTORY:

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Beginning Local ATAX balance \$322,576

If all grants/projects approved/new balance will be: \$250,576

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

ATTACHMENTS

Spreadsheet approved by PRT Commission on 8/29/19.

STAFF RECOMMENDATION:

Approval of ATAX grant recommendations per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


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.



Saturday, April 6, 2019

Amanda Brock
County Administrator
415 S. Pine Street
Walhalla, SC 29691

Dear Amanda,

As you may know, Ride To Work Ministry Nonprofit Inc. provides affordable transportation to and from work for Oconee County residents who want to work, and can find a job, but lack transportation. We provide rides for up to about 3 months and coach riders along the way to help them transition. Since beginning operations in Feb 2017 we have received over 200 applications, accepted over 105 people into the program, provided over 5000 rides and had 46 graduates (i.e. people who kept their job and found their own way to work). The Oconee County Council donation of \$2,500 in 2018 was instrumental in helping us make this progress.

All of our work is done by volunteers, who review applications, screen candidates, schedule rides, and coach riders. We use UBER, Lyft and local taxi services to provide the rides at a cost of about \$25-30 per day and we charge riders \$5 per day. We subsidize the difference with donations, such as yours. The average cost to subsidize a rider is about \$300 per month, depending on route structure, how fast a rider finds their own transportation, ability to ride share and other factors. Most of our riders come from Our Daily Rest, SC Vocational Rehab, and local temp and employment agencies.

We are requesting a donation from the Oconee County Council of \$5,000 in 2019 to help us continue our work. I have enclosed additional information (501c3 letter, 2018 Financial Report, recent Journal article and Ride To Work flyer). I would be pleased to provide further information and/or meet with the County Council. You can also find more information at our website: rtwministry.org.

Thank you,

Steve Finger
President
Ride To Work Ministry Nonprofit Inc.
864-247-8815
sfinger@rtwministry.org

Copy to: John Elliott*, Wayne McCall*, Paul Cain*, Esq., Julian Davis III*, James Glenn Hart *, Katie Smith
*cover letter and Journal article

2/20/19

OPINION

News Editor: Norm Cannada | ncannada@upstatetoday.com

Wednesday, February 20, 2019

OUR VIEW

A hand up

Monique Harrison said she was "rebuilding her life from scratch" when she moved back to Seneca last fall.

She had just lost her job and house in Virginia and had two children depending on her. She was able to get a job, but didn't have a vehicle to get back and forth to work. The cost of transportation to and from work was sapping away the money she was earning to take care of her family.

By her own admission, "scratch" was not a good place to be. It would have been easy for her to give up and quit her job since she didn't have a car. She could have lost hope.

She could have found herself depending on others for the rest of her life.

But Monique just wanted a hand up. She needed reliable, inexpensive transportation to work so she could take care of her family and eventually get a car of her own.

The Ride to Work program did just that by offering her transportation to her job at an affordable \$5 per ride. Through the program, she could save for a future car and other expenses associated with owning a vehicle.

Monique recently saw her dream

of owning a car become a reality, courtesy of a donation to the Ride to Work ministry. Officials there believed the car should go to Monique. She now has her own car, and the money she saved can help her pay for gas, repairs and car insurance. She and her family now have opportunities.

The Ride to Work program is not the only one in our area that seeks to help people move toward self-sufficiency. These programs require effort from the participant, but also offer encouragement and support in those areas where they need a little assistance.

It gives the people receiving help the dignity and self-confidence that is often missing in their lives. Those important qualities are a key to moving from need into self-sufficiency.

We congratulate those programs seeking to make long-term differences in the lives of the clients they serve as well as the clients who are committed to making their lives better for years to come.

It may be more difficult rebuilding from scratch, but it feels good when the life being rebuilt takes shape.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

Employer Identification Number:
81-3678610

DLN:

17051271340306

RIDE TO WORK MINISTRY NONPROFIT INC
PO BOX 1345
SENECA, SC 29679

Contact Person:

MICHELLE A GLUTZ

ID# 31213

Contact Telephone Number:

(877) 629-6500

Accounting Period Ending:

December 31

Public Charity Status:

509 a(2)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

August 26, 2016

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990, 990-EZ, 990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

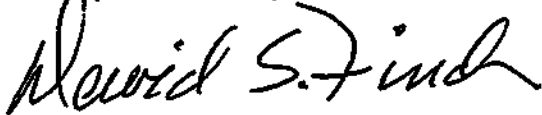
Letter 947

Ride to Work Ministry Nonprofit Inc.

Financial Statements

December 31, 2018

Prepared by

A handwritten signature in black ink that reads "David S. Finch". The signature is written in a cursive style with a large initial 'D'.

David S. Finch, Treasurer

RIDE TO WORK MINISTRY NONPROFIT INC.
FINANCIAL POSITION STATEMENT
AS OF DECEMBER 31, 2018

ASSETS

Current Assets

| | | |
|--------------|----|---------------|
| Cash | \$ | <u>13,181</u> |
| Total Assets | | <u>13,181</u> |

LIABILITIES & NET ASSETS

Net Assets

| | |
|--------------------------------|---------------|
| Unrestricted Cash | <u>13,181</u> |
| Total Liabilities & Net Assets | <u>13,181</u> |

RIDE TO WORK MINISTRY NONPROFIT INC
ACTIVITIES STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2018

Revenues

| | |
|-----------------|--------------|
| Donations | \$ 40,951 |
| Client Payments | <u>7,541</u> |
| Total Revenues | 48,492 |

Expenses

| | |
|------------------------|------------|
| Driver Payments | 41,740 |
| Scheduling Service | 1,494 |
| Legal and Professional | 490 |
| Insurance | 1,023 |
| Printing | 238 |
| Miscellaneous | <u>778</u> |
| Total Expenses | 45,763 |

| | |
|-----------------------------------|------------------|
| Change in Net Assets | 2,729 |
| Net Assets, Beginning of the Year | 10,452 |
| Net Assets, end of the Year | <u>\$ 13,181</u> |

RIDE TO WORK MINISTRY NONPROFIT INC
CASH FLOW STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2018

| | |
|---|-------------------------|
| Net Cash Provided from 2018 operations | \$ 2,729 |
| Cash – Beginning of Year | <u>10,452</u> |
| Cash – Year End | <u>\$ 13,181</u> |

How Ride To Work Operates: Applicants must have a job/about to get one, legitimately have no other means of transportation, have a talk/text phone, and have a success plan for getting off Ride To Work as soon as possible. Applicants apply on-line at rtwministry.org. Our volunteers meet and interview them to make sure they are 'job ready' and coach them on their success plan throughout the process. We offer rides for \$5 per day (for up to a few months) to give the rider time to find another ride or save money for their own transportation. We schedule UBER/LYFT/local taxis (at ~\$25-30 per day) to provide the rides and subsidize the difference with donations.



Results: We've provided over 5000 rides to or from work since January 2017. While some riders drop out or don't make it, we've had **forty-six riders 'graduate'** – meaning they kept their job AND found their own way to work, no longer needing our help. Some graduates found their own ride (moped, car, got their car fixed); others found a carpool, or moved close enough to walk to work or to the bus. **We typically carry six to twelve riders** who would not have their jobs without Ride To Work Ministry. With their hard work and God's help they will be on their own as well. We have provided rides to Parkway Products, Borg Warner, ITechS, ACI Plastics, Johnson Controls, Greenfield Industries, Walmart, Carolina Plastics, ITRON, Koyo and more. Many of our riders find jobs through SCWorks, Goodwill Job Connection, SC Voc. Rehab or a local temp agency.

Helping More People:

To help more people we need added **funds, volunteers and drivers**. With the current driver base we hope to help over 30 people graduate annually (i.e. get a job, become self-sufficient and move toward fulfilling God's role for their lives!)

Funding: The average monthly cost to subsidize a rider is about \$300 depending on route structure, how fast a rider finds their own transportation, ability to share rides and other factors, such as success (i.e. "graduation") rate. Our estimated annual cost is about \$45,000. All funds are used to put people to work locally...even the money paying for rides is putting people to work as we use local Taxi and UBER/LYFT drivers to provide the rides!

Your Business or Organization can help Sustain Ride To Work efforts!

To Donate:

Mail your (tax deductible) donation to:
Ride To Work Ministry Nonprofit,
P.O. Box 1345, Seneca, SC 29679
Or use Paypal at our website
rtwministry.org

Volunteers are needed to help coordinate with drivers/schedule rides, interview prospective riders, and to coach riders on their path to self-sufficiency.

Drivers: We need UBER/LYFT and local taxi drivers at for all days/hours.

To Volunteer/Drive:

Please contact us at our website
rtwministry.org or
email sfinger@rtwministry.org

Q&A:

Q: Why don't you use volunteer drivers?
A: We use drivers from recognized companies (UBER/LYFT/local Taxis) to get the benefit of the driver vetting and insurance from their company. These drivers are also willing to make trips at all hours and many entry-level jobs are 2nd or 3rd shift jobs.

Q: Why don't riders take the free CAT bus?
A: We require riders to take the CAT bus when possible. Unfortunately it only runs 6am to 6pm M-F and doesn't go to Westminster, Walhalla, and many other job locations in our area.

Q: If you want riders to save money, why do you charge them at all?
A: Riders must be committed to achieving self-sufficiency. Along with the application and interview process we have found the rider's willingness to pay a small amount for the ride is evidence that they have 'skin in the game'.

Q: Can't your riders find carpools?
A: Carpooling or ride sharing with fellow employees is one transportation solution but many local businesses are not set up to facilitate a ride sharing data base. One of our volunteers is available to work with local employment providers to implement this process in our area using **eRideShare**.

Q: Is your effort making a difference?
A: The Oconee County unemployment rate is around 3%. Each .1% reduction means another 30 people are working. Ride To Work 'graduates', and those we are currently taking to work, account for over 40 people working, so we do make a positive difference in our area, and certainly in the lives of those who now have a job, and are on their own.

What others say about our efforts:

Lauren Richardson, Executive Director, Our Daily Rest Homeless Shelter: *"Ride To Work has been an invaluable partner for Our Daily Rest."*

Laura Mathis, Oconee Dept. of Social Services: *"The Oconee Department of Social Services fully supports the Ride To Work program."*

Richard Blackwell, Former Exec. Director Oconee Economic Alliance: *"The OEA believes that there is power in the impact a job can have. This mindset is shared by the Ride To Work Ministry and this program helps connect people to opportunities."*

Monique, graduate of Ride To Work: *"...this was an unimaginable blessing....a major change in my life. The.... program was excellent because it made sure I was getting to work on time."*

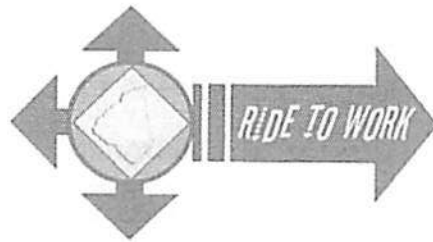
Janice, graduate of Ride To Work: *"The Ride to Work Ministry helped me out a lot...when my car was broke down. I needed 1-2 weeks to get my car repaired or replaced. If I missed work three more days, I would not be able to keep my job after three years. Instead of losing my job, I am now up for a promotion and have my own transportation again."*

Michael, graduate of Ride To Work: *"Thank you Ride to Work Ministry, I would not have been able to get to work without your support. The drivers were always on time."*

Patricia, graduate of Ride To Work: *"Without the program I would not have been able to keep my job or become self-sufficient. I can't express my gratitude or appreciation to this ministry or the God-sent people that are available to make this program work."*

Anita, graduate of Ride To Work: *"Ride to Work was a blessing to me. I have to have my job and have to work and I wouldn't have been able to make it without the program."*

Ride To Work Ministry Nonprofit Inc.



Helping Oconee County GET TO WORK

visit our website:
rtwministry.org

Background: Oconee County is blessed with a vibrant economy, excellent employers, and wonderful local organizations such as SCWorks, Goodwill Job Connection, SC Vocational Rehabilitation Development, Our Daily Rest, and many Staffing Agencies to help place people in jobs. But a major job inhibitor is the lack of reliable transportation to someone's potential place of employment. Some people who want to work cannot because they cannot get to work. Others have lost their job due to spotty attendance caused by transportation issues. We estimate that 5-10% of the area's unemployment (50-100 potential employees) is due to lack of reliable, affordable transportation.

Recognizing that work is part of God's loving plan and fundamental to the dignity of a person, Ride To Work Ministry Non Profit Inc. was created* with a mission to *provide temporary affordable transportation to residents of Oconee County so they have the opportunity to transition to stable employment with a living wage and become self sufficient.*

We know that work helps develop positive habits, skills, and self-confidence. We applaud local businesses for providing jobs and want to help them find reliable employees to fill their new jobs or help their current employees keep their job when they have a temporary transportation issue.

*Ride To Work Ministry Nonprofit Inc. was incorporated as a non-profit in South Carolina in Aug. 2016 and is designated 501c3 tax exempt by the IRS. Funds are used to pay drivers for subsidized rides; all other work is done by volunteers. Those who need a ride should apply on line at our website: rtwministry.org

Apr. 2019

OCONEE PRESBYTERIAN SERVICE FUND



P.O. Box 1307 † Seneca, South Carolina 29679 † 864-882-0504 † Tues. and Thurs. 9:30 — 11:30 am

February 26, 2109

Members of Oconee County Council:

Oconee Presbyterian Service Fund (OPSF) has provided emergency aid to Oconee County residents since 1981. Our organization cares for persons on the basis of need, rather than racial or religious affiliation. We are particularly concerned about families with children and the elderly.

However, we are writing now because our funds have been nearly depleted. In the past, we have offered smaller grants to conserve our resources, which sometimes did little to ease our clients' burdens. This year we increased each individual grant in order to be more effective in satisfying the need. We have also seen very high utility bills, thus depleting our funds at an alarming rate. Please note last year's statistics illustrating the service Oconee Presbyterian Service Fund has been able to provide our Oconee County clients.

| Utility | Clients Helped in 2018 | Total Paid to Utility |
|----------------------------|------------------------|-----------------------|
| Blue Ridge Coop., Inc | 146 | \$ 23,954.69 |
| Seneca Light and Water | 132 | \$ 20,583.21 |
| Westminster Utilities | 31 | \$ 5,270.96 |
| Duke Energy | 26 | \$ 5,935.07 |
| City of Walhalla Utilities | 11 | \$ 1,096.51 |

We would appreciate the consideration of the Oconee Council's Health and Welfare Committee in making a donation to OPSF to continue this service. At this time, we project that our doors will be closed by the end of March.

Thank you for your consideration.

Sincerely,

De French, Chairman

Ann Smith, Secretary

Nancy Johnston, Board Member



Boards & Commissions

| Boards & Commissions | State / OC Code Reference | Reps [DX-At Large-Ex Officio] | Co-Terminus | Term Limits | 4 Year Term | Meeting Date to Appoint | John Elliott | Wayne McCall | Paul Cain | Julian Davis | Glenn Hart | | | | |
|--|---------------------------|---------------------------------|-------------|-------------|-------------|-------------------------|--|----------------------|-------------------|--|------------------------|---------------------|----------------------|------------------|-------------------|
| | | | | | | | 2019-2022 | 2017-2020 | 2019-2022 | 2017-2020 | 2017-2020 | 2019-2022 | 2017-2020 | 2019-2022 | |
| | | | | | | | District I | District II | District III | District IV | District V | At Large | At Large | Ex-Officio | |
| Aeronautics Commission | 2-262 | 5 - 2 | YES | n/a | YES | Jan - March | Randy Renz [3] | David Bryant [1] | Auby Perry [3] | Marion Lyles [1] | Ronald Chiles [2] | A. Brightwell [2] | Michael Gray [<1] | | |
| Ag. Advisory Board | 2016-17 | 5 - 2 - 1 | YES | n/a | YES | Jan - March | Walter Rikard [1] | Doug Hollifield [<1] | Sandra Gray [2] | Ed Land [<1] | Vickie Willoughby [<1] | Debbie Sewell [2] | Rex Blanton [<1] | Kerrie Roach [1] | |
| Arts & Historical Commission | 2-321 | 5 - 2 | YES | 2X | YES | Jan - March | Aubrey Miller [1] | Libby Imbody [1] | Mariam Noorai [2] | Tony Adams [1] | Stacy Smith | Daniel Dreher [1] | Bill Bruehl [1] | | |
| Board of Zoning Appeals | 38-6-1 | 5 - 2 | YES | 2X | YES | Jan - March | Jim Codner [2] | Gwen Fowler [1] | Bill Gilster [2] | Marty McKee [<2] | Ryan Honea [<1] | John Eagar [1] | Charles Morgan [<1] | | |
| Building Codes Appeal Board | | 0-7 | YES | 2X | YES | Jan - March | Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1] Joshua Lusk [1]; Osceola Gilbert [1]]; VACANT | | | | | | | | |
| Conservation Bank Board | 2-381 | Appointed by Category Preferred | | 2X | YES | Jan - March | Laura Havran [1] | Andrew Smith [1] | D. Ryan Keese [1] | Marvin Prater [2] | Frank Ables [1] | Emily Hitchcock [1] | Frances Rundlett [1] | | |
| Destination Oconee Action Committee | | | | | | | | | | | | | | | |
| PRT Commission [members up for reappointment due to initial stagger] | 6-4-25 2-381 | Appointed by Industry | | 2X | YES | Jan - March | Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2] | | | Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1] | | | Alex Butterbaugh [1] | | |
| Scenic Highway Committee | 26-151 | 0 - 2 | YES | 2X | YES | Jan - March | | | | | | | | Scott Lusk [1] | Staley Powell [1] |
| Library Board | 4-9-35 / 18-1 | 0 - 9 | YES | 2X | YES | Jan - March | Sarai Melendez [1, 6/19]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19] | | | B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1] | | | | | |
| Planning Commission | 6-29-310 32-4 | 5 - 2 | YES | N/A | YES | Jan - March | Mike Smith [1] | Andrew Gramling [1] | Alex Vassey [2] | Frankie Pearson [1] | Stacy Lyles [1] | Gwen McPhail [2] | Mike Johnson [2] | | |
| Anderson-Oconee Behavioral Health Services Commission | 2-291 | 0 - 7 | YES | 2X | 3 yr | N/A | Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open | | | | | | | | |
| Capital Project Advisory Committee (end 1.17) | | | | | | | | | | | | | | | |
| Oconee Business Education Partnership | N/A | N/A | NO | N/A | NO | January | Mr. Julian Davis, District IV | | | | | | | | |
| Oconee Economic Alliance | N/A | N/A | NO | N/A | NO | January | Mr. Paul Cain, Council; Ms. Amanda Brock, Interim Administrator; Mr. Sammy Dickson | | | | | | | | |
| Ten At The Top [TATT] | | | | NO | NO | January | Mr. Dave Eldridge | | | | | | | | |
| ACOG BOD | | | | N/A | NO | January | Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen | | | | | | | | |
| Worklink Board | | | | | | N/A | Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins] | | | | | | | | |

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



Oconee County Council



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

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

E-mail:
ksmith@oconeesc.com

John Elliott
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be **only** on the third Tuesday of each of the three months;
- April meetings will be held on the first and fourth Tuesday.

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 from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules.

Oconee County Council will also have a joint workshop with the Oconee County Planning Commission on Thursday, January 17, 2019 in Council Chambers for the purpose of discussing the comprehensive plan.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2019 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: January 22, March 19, June 18, & September 17, 2019.

The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: April 2, April 9, April 23, May 7, May 21, & June 4, 2019.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

HOUSES



**415 S. Fairplay St.,
Seneca, SC 29678
\$59,900**

This home is a 3 bedroom and 2 bath home in downtown Seneca. Great older home with character. Needs some tender, loving, care and is sold "As Is"
MLS#:20211064

**Weichert Realtors
In The Golden Corner
Call 864-885-1445**

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

TRANSPORTATION

AUTOS FOR SALE



**'05 Buick LeSabre Custom
116k miles, \$5,500
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467**



**10 Mercury Grand
Marquis LS
105K, \$5,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467**



LEGALS

phone number of the person filing the protest;
(2) The specific reasons why the application should be denied;
(3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110.

PUBLIC NOTICE

The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be only on the third Tuesday of each of the three months;
- April meetings will be held on the first and fourth Tuesday.

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 from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules.

Oconee County Council will also have a joint workshop with the Oconee County Planning Commission on Thursday, January 17, 2019 in Council Chambers for the purpose of discussing the comprehensive plan.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2019 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: January 22, March 19, June 18, & September 17, 2019.

The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: April 2, April 9, April 23, May 7, May 21, & June 4, 2019.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL


IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2019

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 01/12/2019 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
01/12/2019



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028



September 17, 2019

Public Comment
SIGN IN SHEET
6:00 PM

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

PLEASE PRINT

| | FULL NAME | PURPOSE OF COMMENT |
|----|-------------------|-------------------------------|
| 1 | _____ | |
| 2 | Jean Jennings | Sheriff's Dept |
| 3 | TRUA B. HENDERSON | CITIZEN'S RESPONSE TO JOURNAL |
| 4 | | |
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

September 5, 2019

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

Dear Ms. Brock:

Both the Fire Services and Rescue Squad Advisory Commissions have reviewed the Capital Equipment and Truck Replacement Schedule multiple times as it was refined over the past few months.

All Commissioners are in unanimous agreement that:

- The current schedule is as accurate as can reasonably be expected,
- The use of occasional leases and the creation of a dedicated account receiving smooth and relatively predictable annual funding will make the yearly budget process much easier and effective for everyone involved, and
- The predictability of annual funding along with the recently established use of “standard” truck configurations will enable us to continue pursuing improved pricing while also simplifying the purchasing process.

We very much appreciate the time you have invested with us to help Emergency Services improve our capital equipment budget and acquisition process.

Sincerely,

Bo Horne, Chairman FSAC, Commissioner (Region 2 - Stations 11, 14, 16)
Favion Skelton, Vice Chairman FSAC, Commissioner (Region 3 - Stations 3, 12, 17)
Steve Zahn, Chairman RSAC, Commissioner (Rescue Squads 7 and 8)
Tammy Wilbanks, Vice Chairman RSAC, Commissioner (Rescue Squads 2, 6)
Travis Collins, FSAC Commissioner (Region 1 - Stations 4, 9, 10, 24, HazMat)
Jamie Brock, FSAC Commissioner (Region 4 - Stations 1, 8, 13, 15)
Kevin Wilbanks, FSAC Commissioner (Region 5 - Stations 2, 5, 6, 7)
Ronnie Williams, FSAC Commissioner (Chiefs Association)
Mary Beth Honea, RSAC Commissioner (Rescue Squads 1, 3)
Michael Smith, RSAC Commissioner (Rescue Squads 4, 5)
George Daddis, RSAC Commissioner (Rescue Squad 22)

CC: Charlie King, Oconee County Fire Chief

| Vers V6f3 | | | | Year | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Totals | |
|--------------|--|-------|-------|-------------|-------|-------|----------------------|---------------------------|----------|-----------------------------------|-----------------------------------|-------|------------------------------|-------|-------|------------|------|
| 7/16/19 | | | | | | | | | | | | | | | | | |
| 9:24a | | | | Fund Bal | | 1,300 | 1,042 | 705 | 1,107 | 389 | 754 | 1,606 | 1,592 | 6 | -94 | Cross | |
| | | | | New Funds | | 0 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 15,141 | |
| 10 year plan | | | | Other Funds | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15,141 | |
| | | | | Used | | 593 | 1,837 | 1,098 | 2,218 | 1,135 | 648 | 1,514 | 3,086 | 1,600 | 1,412 | 15,141 | |
| | | | | Carry Fwd | | 707 | 705 | 1,107 | 389 | 754 | 1,606 | 1,592 | 6 | -94 | -6 | Checks | |
| | | | | | | | | | | | | | | | | | |
| | Base | Model | Repl | K *1 | FY | | | | | | | | | | | | |
| FY / Truck | Cost | Year | Cycle | Miles | Year | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 | 24-25 | 25-26 | 26-27 | 27-28 | 28-29 | Total | |
| | Each Blue area is a separate lease. | | | | | | To smooth cash flow: | | | | Green - Pulled in 1 yr. | | Dark Blue - Pushed out 1 yr. | | | | |
| | Future replacement cycles for same truck | | | | | | | | | | Yellow items need review | | | | | | |
| E141 | 342 | 1997 | 20 | 36 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | aka E6 | 353 |
| E2 (m-sub) | 342 | 1997 | 20 | 22 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | aka S2/E22 | 353 |
| E53 (m-sub) | 342 | 1996 | 20 | 33 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | aka E5 | 353 |
| E231 | 342 | 1992 | 20 | 19 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | | 353 |
| E7 (BLFD) | 342 | 1999 | 20 | 16 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | | 353 |
| E11 | 342 | 1999 | 20 | 18 | 19-20 | 83 | 54 | 54 | 54 | 54 | 54 | | | | | | 353 |
| Brush24 | 50 | 1994 | n/a | 165 | 19-20 | 50 | | (one-time only) | | | | | | | | | 50 |
| Fire10 | 45 | 2007 | 45 | 266 | 19-20 | 45 | | | | | | | | | | | 45 |
| E4 | 342 | 2000 | 20 | 13 | 20-21 | | 342 | | | | | | | | | | 342 |
| E121 | 342 | 2000 | 20 | 18 | 20-21 | | 342 | | aka E121 | | | | | | | | 342 |
| E13 | 342 | 2000 | 20 | 17 | 20-21 | | 342 | | | | | | | | | | 342 |
| E24 | 342 | 2000 | 20 | 13 | 20-21 | | 342 | | was E9 | | | | | | | | 342 |
| Serv8/R3b | 100 | 2000 | 25 | 139 | 20-21 | | 100 | needs earlier replacement | | | | | | | | | 100 |
| Batt1 | 45 | 2014 | 6 | 133 | 20-21 | | 45 | | | | | | 45 | | | | 90 |
| E8 | 342 | 2001 | 20 | 19 | 21-22 | | | 342 | | | | | | | | | 342 |
| E10 | 342 | 2001 | 20 | 19 | 21-22 | | | 342 | | | | | | | | | 342 |
| Trn Off | 45 | 2002 | 10 | 127 | 21-22 | | | 45 | | | | | | | | | 45 |
| Sch Inst | 45 | 2011 | 10 | 194 | 21-22 | | | 45 | | | | | | | | | 45 |
| | | | | | | | | | | Assumed same rates as 19-20 lease | | | | | | | |
| E1A | 342 | 2002 | 20 | 19 | 22-23 | | | | 83 | 54 | 54 | 54 | 54 | 54 | | | 353 |
| E15 | 342 | 2002 | 20 | 12 | 22-23 | | | | 83 | 54 | 54 | 54 | 54 | 54 | | | 353 |
| E16 | 342 | 2002 | 20 | 21 | 22-23 | | aka E16b | | 83 | 54 | 54 | 54 | 54 | 54 | | | 353 |
| E17 | 342 | 2002 | 20 | 32 | 22-23 | | | | 83 | 54 | 54 | 54 | 54 | 54 | | | 353 |
| E3a | 342 | 2002 | 20 | 23 | 22-23 | | aka E33 | | 83 | 54 | 54 | 54 | 54 | 54 | | | 353 |
| E2a muni | 342 | 2002 | 20 | 33 | 22-23 | | | | 83 | 54 | 54 | 54 | 54 | 54 | | | 353 |
| E51 muni | 342 | 2002 | 20 | 34 | 22-23 | | aka E5a | | 342 | | | | | | | | 342 |
| E64 muni | 342 | 2002 | 20 | 52 | 22-23 | | aka E6a | | 342 | | | | | | | | 342 |
| E7a muni | 342 | 2002 | 20 | 31 | 22-23 | | | | 342 | | | | | | | | 342 |
| Serv12 | 100 | 1997 | 25 | 26 | 22-23 | | | | 100 | | | | | | | | 100 |
| Sq211-212 | 90 | 2017 | 5 | - | 22-23 | | | | 90 | | | | | | 90 | | 180 |
| Sq213-214 | 90 | 2018 | 5 | - | 22-23 | | | | 90 | | | | | | 90 | | 180 |
| EM1, EM3 | 90 | 2012 | 10 | >100 | 22-23 | | | | 90 | | | | | | | | 90 |
| E14 | 342 | 2003 | 20 | 22 | 23-24 | | | | | 342 | | | | | | | 342 |
| Serv1 | 100 | 1998 | 25 | 20 | 23-24 | | | | | 100 | | | | | | | 100 |
| Fire1 | 45 | ? | 10 | ? | 23-24 | | | | | 45 | | | | | | | 45 |
| No Trucks | 0 | - | - | - | 24-25 | | | | | | 0 | | | | | | 0 |
| | | | | | | | | | | | Assumed same rates as 19-20 lease | | | | | | |
| AirPacks | 2,050 | 2010 | 15 | - | 25-26 | | | | | | | 500 | 322 | 322 | 322 | | 1466 |
| T10 | 250 | 2000 | 25 | 10 | 25-26 | | | | | | | 250 | | | | | 250 |
| T14 | 250 | 2000 | 25 | 13 | 25-26 | | | | | | | 250 | | | | | 250 |
| Serv46 | 100 | 2000 | 25 | 48 | 25-26 | | aka Serv 4 | | | | | 100 | | | | | 100 |
| Dive71 | 45 | 2000 | 25 | 192 | 25-26 | | | | | | | 45 | | | | | 45 |
| R22 | 45 | 2005 | 20 | 44 | 25-26 | | | | | | | 45 | | | | | 45 |

| Vers V6f3 | | | | Year | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Totals |
|--------------|---------------------------------|-------|-------|-------------|-------|-------|-------|--------------------|----------------|-------------|--------------|-------|-------|-------|-------|-------------|
| 7/16/19 | | | | | | | | | | | | | | | | |
| 9:24a | | | | Fund Bal | | 1,300 | 1,042 | 705 | 1,107 | 389 | 754 | 1,606 | 1,592 | 6 | -94 | Cross |
| | | | | New Funds | | 0 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 15,141 |
| 10 year plan | | | | Other Funds | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15,141 |
| | | | | Used | | 593 | 1,837 | 1,098 | 2,218 | 1,135 | 648 | 1,514 | 3,086 | 1,600 | 1,412 | 15,141 |
| | | | | Carry Fwd | | 707 | 705 | 1,107 | 389 | 754 | 1,606 | 1,592 | 6 | -94 | -6 | Checks |
| | | | | | | | | | | | | | | | | |
| | Base | Model | Repl | K *1 | FY | | | | | | | | | | | |
| FY / Truck | Cost | Year | Cycle | Miles | Year | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 | 24-25 | 25-26 | 26-27 | 27-28 | 28-29 | Total |
| T1 | 250 | 2001 | 25 | 11 | 26-27 | | | | | | | | 250 | | | 250 |
| T2 | 250 | 2001 | 25 | 13 | 26-27 | | | | | | | | 250 | | | 250 |
| T4 | 250 | 2001 | 25 | 7 | 26-27 | | | | | | | | 250 | | | 250 |
| T8 | 250 | 2001 | 25 | 10 | 26-27 | | | | | | | | 250 | | | 250 |
| T11 | 250 | 2001 | 25 | 12 | 26-27 | | | | | | | | 250 | | | 250 |
| T12 | 250 | 2001 | 25 | 9 | 26-27 | | | | | | | | 250 | | | 250 |
| T15 | 250 | 2001 | 25 | 9 | 26-27 | | | | | | | | 250 | | | 250 |
| T16 | 250 | 2001 | 25 | 12 | 26-27 | | | | | | | | 250 | | | 250 |
| T24 | 250 | 2001 | 25 | 6 | 26-27 | | | | | | | | 250 | | | 250 |
| Serv9 | 100 | 2001 | 25 | 21 | 26-27 | | | | | | | | 100 | | | 100 |
| Res4E | 45 | 2006 | 20 | 88 | 26-27 | | | | | | | | 45 | | | 45 |
| E11a | 342 | 2007 | 20 | 11 | 27-28 | | | | | | | | | 342 | | 342 |
| E171 | 342 | 2007 | 20 | 39 | 27-28 | | | aka E17a | | | | | | 342 | | 342 |
| R1 | 45 | 2007 | 20 | 68 | 27-28 | | | aka R01/ER11 | | | | | | 45 | | 45 |
| R54 | 45 | 2007 | 20 | 55 | 27-28 | | | aka ER5d | | | | | | 45 | | 45 |
| P5 | 1,000 | 2003 | 25 | 15 | 28-29 | | | | | | | | | | 1,000 | 1000 |
| R2a | 45 | 2008 | 20 | 32 | 28-29 | | | aka Res2a/ER2c/R2c | | | | | | | 45 | 45 |
| R3d | 45 | 2008 | 20 | 62 | 28-29 | | | | | | | | | | 45 | 45 |
| | | | | | | | | | | | Tan Items | | | | | |
| Total Base | 19-20 thru 28-29 (w/o interest) | | | | | | | | Lease Interest | Addl Cycles | AirPackAdj | | | | | Cross Check |
| Truck Cost | 15,368 | | | | | | | | 168 | 225 | -620 | | | | | 15,141 |

2020 Fiscal Year 2019 Tax Year Millage Presentation



Christy W. Hubbard
Oconee County Auditor

Who does What?

Operational Millage set by county council – County and School

The county auditor, after receiving, the appropriate information from the SC DOR and other offices, will propose/recommend a millage that will cover budgets previously adopted by county council. The millage proposed shall determine the sums required from the levy on the assessed value of all real and personal property. However, the authority to set a levy belongs to the county governing body. During the year reassessment is implemented a millage calculation must be used. S.C. Code Ann. Section 12-39-180 (Supp.1999) 6-1-320 (A)(1); Lee County v. Stevens (S.C.1982) 277 S.C. 421, 289 S. E. 2d 155.

Bond Millage **set by the county Auditor – County and School**

The auditor calculates and determines the revenues needed for the payment of principal and interest (amortization/debt service) on bonds. S.C. Code Ann. Sections 4-15-150 (Supp.1999), 59-71-150(Supp.1999), 11-23-40 (Supp. 1999), 4-19-140 (1976).

County Council Approved Budget amounts to fund:

Oconee County – \$37,609,297

SDOC- \$67,085,205

Determine Tax Year 2019 Assessed Values For:

- ⦿ Real Estate (from Assessor)
- ⦿ Aircraft
- ⦿ Boats/Motors/Documented Vessels
- ⦿ Business Personal Property
- ⦿ Manufacturing
- ⦿ Utilities
- ⦿ Rail Road
- ⦿ Vehicles
- ⦿ Manufacturing Abatement
- ⦿ Legal Residential Assessment

2019 Tax Year Assessments

| | |
|--------------------------------|-------------|
| REAL ESTATE | 343,623,834 |
| ROLLBACK | 30,000 |
| AIRCRAFT | 111,878 |
| BOAT/MOTORS | 7,491,809 |
| DOCUMENTED VESSELS | 125,675 |
| STATE/COUNTY BUSINESS 537/337 | 7,113,049 |
| MANUFACTURING 637 REAL/PSNL | 19,755,224 |
| UTILITIES 737 | 161,637,064 |
| RAILROAD 837 | 1,103,306 |
| VEHICLES | 35,040,000 |
| BMW | 75,000 |
| | |
| TOTAL | 576,106,840 |
| | |
| ABATEMENT | 30,493,370 |
| | |
| LR ASSESSEMENT | 172,031,850 |
| | |
| TOTAL SCHOOL OPERATIONAL ASSMT | 404,074,990 |
| TOTAL SCHOOL BOND ASSESSMENT | 576,106,840 |
| | |
| TOTAL COUNTY ASSESSMENT | 545,613,470 |
| | |
| VALUE OF A SCHOOL OPER MILL | 404,075 |
| VALUE OF SCHOOL BOND MILL | 576,107 |
| | |
| VALUE OF COUNTY MILL | 545,613 |

Dollar amounts to set millage

| | | | | | |
|--|-------------|----------------------|------------------------------------|-----------------|--|
| Input County Budget Request only. | | | Budget Adjusted Funds | 34,845,769 | |
| County Request Per Budget Document | | \$ 37,609,297 | FILOT Reimbursement | 983,799 | |
| | | | Merchants Inventory Tax Reimb. | 78,337 | |
| | | \$ 37,609,297 | Manufacturers Reimbursement | 384,575 | |
| Less State Reimburse - Non Mill | | | Motor Carriers Reimbursement | 306,842 | |
| FILOT Reimbursement | (983,799) | (NET OF BONDS) | Penalties | 240,079 | |
| Merchants Inventory Tax Reimb. | (78,337) | (NET OF BONDS) | Delinquent Collections Identified | 720,238 | |
| Manufacturers Reimbursement | (384,575) | (NET OF BONDS) | Manufacturing Ratio Reduction Reim | 49,657 | |
| Motor Carriers | (306,842) | (NET OF BONDS) | | | |
| Penalties | (240,079) | (NET OF BONDS) | Adjustments | \$ 2,763,528 | |
| Delinquent Collections Identified | (720,238) | (NET OF BONDS) | Total Funded | \$37,609,297.00 | |
| Manufacturing Ratio Reduction Reim | (49,657) | (NET OF BONDS) | | | |
| | | (2,763,528) | | | |
| | | \$ 34,845,769 | | | |
| | | | | | |
| Input SDOC Request Per Ordinance | | \$ 67,085,205 | SDOC Adjusted Funds | \$ 47,091,624 | |
| Tier \$ received prior year | | \$ 15,969,504 | FILOT Reimbursement | \$ 1,562,425 | |
| | | | Merchants Inventory Tax Reimb. | \$ 169,330 | |
| | | \$ 51,115,701 | Manufacturers Depreciation | \$ 611,522 | |
| Less State Reimburse - Non Mill | | | Motor Carriers Reimbursement | \$ 516,671 | |
| FILOT Reimbursement | (1,562,425) | (NET OF BONDS) | Penalties | \$ 165,502 | |
| Merchants Inventory Tax Reimb. | (169,330) | (NET OF BONDS) | Delinquent Collections Identified | \$ 933,906 | |
| Manufacturers Depreciation | (611,522) | (NET OF BONDS) | Manufacturing Ratio Reduction Reim | 64,721 | |
| Motor Carriers | (516,671) | (NET OF BONDS) | | | |
| Penalties | (165,502) | (NET OF BONDS) | Adjustments | \$ 4,024,077 | |
| Delinquent Collections Identified | (933,906) | (NET OF BONDS) | Total Funded | \$ 51,115,701 | |
| Manufacturing Ratio Reduction Reim | (64,721) | (NET OF BONDS) | Tier \$ | \$ 15,969,504 | |
| | | (4,024,077) | Total Funded | \$67,085,205.00 | |
| | | | | | |
| Total Adjusted Funds | | \$ 47,091,624 | | | |
| (Carried to Mill worksheet) | | | | | |

Dollar amounts for debt service payments

- ◎ County - \$1,457,966
- ◎ SDOC - \$17,178,067
- ◎ The amounts listed above are for payments due from March 2020 – October 2020.
- ◎ Payments due through September 30, 2019 were accounted for in bond millage for 2018 tax year.

Millage for Bonds

- ◎ Oconee County – 3.0 mills
- ◎ SDOC – 31.0 mills

No change in bond millage for 2019TY

Millage Recommended to fund Approved Budgets

| Oconee County, South Carolina | | | | |
|-------------------------------------|--------------------|----------------------|------------------------|--|
| 2019-2020 Recommended Millage Rates | | | | |
| County | Incorporated Mills | Unincorporated Mills | | |
| County Operations | 63.9 | 63.9 | increase of 1.4 mills | |
| Emergency Operations | N/A | 2.9 | | |
| Economic Development | 2.4 | 2.4 | increase of 1.3 mills | |
| Bridges/Culverts | 1.0 | 1.0 | | |
| Road Maintenance | 2.1 | 2.1 | | |
| Capital Veh & Equipment Fund | 2.0 | 2.0 | new designated millage | |
| Tri County Operations | 3.0 | 3.0 | | |
| County Jail Bond | 1.7 | 1.7 | | |
| Echo Hill Bond | 0.5 | 0.5 | | |
| 2016 B Bond | 0.8 | 0.8 | | |
| Total County Bonds | 3.0 | 3.0 | | |
| Total County | <u>77.4</u> | <u>80.3</u> | | |
| School | | | | |
| School Operations | 116.5 | 116.5 | increase of 1.2 mills | |
| School Bonds: | | | | |
| 2012 A | 2.3 | 2.3 | | |
| 2013 | 0.9 | 0.9 | | |
| 2014 A | 2.4 | 2.4 | | |
| 2015 A | 1.5 | 1.5 | | |
| 2016 A | 3.2 | 3.2 | | |
| 2017 A | 2.1 | 2.1 | | |
| 2018 A | 2.3 | 2.3 | | |
| 2019A | 15.7 | 15.7 | | |
| 2020 Estimated | 0.6 | 0.6 | | |
| Total School Bonds | 31.0 | 31.0 | | |
| Total School | <u>147.5</u> | <u>147.5</u> | | |
| Grand Total Mills | 224.9 | 227.8 | | |

Overall increase 5.9 mills

Taxes with millage increase

Vehicle with value of \$25,000 & \$50,000

| 2018 millage vs 2019 recommended millage | | | | | | | | |
|--|---------------|-------|-------------|---------|-----------|-------------------------------|---------------------|-------------------|
| County Vehicle | | | | | | | | |
| Tax Year | Vehicle Value | Ratio | Assessment | Millage | Taxes | Less School Operating Millage | Homestead Exemption | Estimated Tax Due |
| 2018 | \$ 25,000.00 | 6% | \$ 1,500.00 | 221.9 | \$ 332.85 | - | - | \$ 332.85 |
| 2019 | \$ 25,000.00 | 6% | \$ 1,500.00 | 227.8 | \$ 341.70 | - | - | \$ 341.70 |
| DIFFERENCE (INCREASE (DECREASE) IN TAX) | | | | 5.9 | | | | \$ 8.85 |
| County Vehicle | | | | | | | | |
| Tax Year | Vehicle Value | Ratio | Assessment | Millage | Taxes | Less School Operating Millage | Homestead Exemption | Estimated Tax Due |
| 2018 | \$ 50,000.00 | 6% | \$ 3,000.00 | 221.9 | \$ 665.70 | - | - | \$ 665.70 |
| 2019 | \$ 50,000.00 | 6% | \$ 3,000.00 | 227.8 | \$ 683.40 | - | - | \$ 683.40 |
| DIFFERENCE (INCREASE (DECREASE) IN TAX) | | | | 5.9 | | | | \$ 17.70 |

Taxes with millage increase

Home with \$100,000 value

| 2018 millage vs 2019 recommended millage | | | | | | | | |
|---|---------------|-----------------------|-------------|---------|-------------|-------------------------------|--------------------------|-------------------|
| NON-RESIDENTIAL PROPERTY | | | | | | | | |
| Tax Year | Home Value | Non-Residential Ratio | Assessment | Millage | Taxes | Less School Operating Millage | Homestead Exemption | Estimated Tax Due |
| 2018 | \$ 100,000.00 | 6% | \$ 6,000.00 | 221.9 | \$ 1,331.40 | - | - | \$ 1,331.40 |
| 2019 | \$ 100,000.00 | 6% | \$ 6,000.00 | 227.8 | \$ 1,366.80 | - | - | \$ 1,366.80 |
| DIFFERENCE (INCREASE (DECREASE) IN TAX) | | | | 5.9 | | | | \$35.40 |
| RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION) | | | | | | | | |
| Tax Year | Home Value | Residential Ratio | Assessment | Millage | Taxes | Less School Operating Millage | Homestead Exemption | Estimated Tax Due |
| 2018 | \$ 100,000.00 | 4% | \$ 4,000.00 | 221.9 | \$ 887.60 | \$ (461.20) | - | \$ 426.40 |
| 2019 | \$ 100,000.00 | 4% | \$ 4,000.00 | 227.8 | \$ 911.20 | \$ (466.00) | - | \$ 445.20 |
| DIFFERENCE (INCREASE (DECREASE) IN TAX) | | | | 5.9 | | | - | \$18.80 |
| RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION | | | | | | | | |
| Tax Year | Home Value | Residential Ratio | Assessment | Millage | Taxes | Less School Operating Millage | Less Homestead Exemption | Estimated Tax Due |
| 2018 | \$ 100,000.00 | 4% | \$ 4,000.00 | 221.9 | \$ 887.60 | \$ (461.20) | \$ (213.20) | \$ 213.20 |
| 2019 | \$ 100,000.00 | 4% | \$ 4,000.00 | 227.8 | \$ 911.20 | \$ (466.00) | \$ (222.60) | \$ 222.60 |
| DIFFERENCE (INCREASE (DECREASE) IN TAX) | | | | 5.9 | | | | \$9.40 |

2019 TY City Millage

- ◉ Salem – 37.0
- ◉ Seneca – 62.7
- ◉ Walhalla – 84.0
- ◉ Westminster – 99.3
- ◉ West Union – 50.3

No changes in city millage for the 2019 TY

Keowee Fire District Millage

14.5 Mills

No change in Keowee Fire District millage for 2019TY

Recap of Millage

Millage recommended to cover approved budgets:

County Operations – 77.3

Tri County Tech – 3.0

SDOC Operations – 116.5

Millage set by Auditor to cover debt service payments:

County – 3.0

SDOC – 31.0

County Operations/TCTC and Debt Millage: 80.30

SDOC Operations and Debt Millage: 147.5

Total Millage: 227.8

Recap of total Millage Recommended for 2019/2020

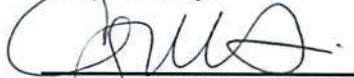
| 2019-2020 Recommended Millage Rates | | | | |
|-------------------------------------|--------------------|----------------------|------------------------|--|
| County | Incorporated Mills | Unincorporated Mills | | |
| County Operations | 63.9 | 63.9 | increase of 1.4 mills | |
| Emergency Operations | N/A | 2.9 | | |
| Economic Development | 2.4 | 2.4 | increase of 1.3 mills | |
| Bridges/Culverts | 1.0 | 1.0 | | |
| Road Maintenance | 2.1 | 2.1 | | |
| Capital Veh & Equipment Fund | 2.0 | 2.0 | new designated millage | |
| Tri County Operations | 3.0 | 3.0 | | |
| County Jail Bond | 1.7 | 1.7 | | |
| Echo Hill Bond | 0.5 | 0.5 | | |
| 2016 B Bond | 0.8 | 0.8 | | |
| Total County Bonds | 3.0 | 3.0 | | |
| Total County | <u>77.4</u> | <u>80.3</u> | | |
| School | | | | |
| School Operations | 116.5 | 116.5 | increase of 1.2 mills | |
| School Bonds: | | | | |
| 2012 A | 2.3 | 2.3 | | |
| 2013 | 0.9 | 0.9 | | |
| 2014 A | 2.4 | 2.4 | | |
| 2015 A | 1.5 | 1.5 | | |
| 2016 A | 3.2 | 3.2 | | |
| 2017 A | 2.1 | 2.1 | | |
| 2018 A | 2.3 | 2.3 | | |
| 2019A | 15.7 | 15.7 | | |
| 2020 Estimated | 0.6 | 0.6 | | |
| Total School Bonds | <u>31.0</u> | <u>31.0</u> | | |
| Total School | <u>147.5</u> | <u>147.5</u> | | |
| Grand Total Mills | 224.9 | 227.8 | | |

Questions?

Oconee County, South Carolina
 2018-2019 Approved Millage Rates

| County | Incorporated Mills | Unincorporated Mills |
|--------------------------|--------------------|----------------------|
| County Operations | 63.9 | 63.9 |
| Emergency Operations | N/A | 2.9 |
| Economic Development | 2.4 | 2.4 |
| Bridges/Culverts | 1.0 | 1.0 |
| Road Maintenance | 2.1 | 2.1 |
| Capital Veh & Equip Fund | 2.0 | 2.0 |
| Tri County Operations | 3.0 | 3.0 |
| County Jail Bond | 1.7 | 1.7 |
| Echo Hill Bond | 0.5 | 0.5 |
| 2016 B Bond | 0.8 | 0.8 |
| Total County Bonds | 3.0 | 3.0 |
| Total County | <u>77.4</u> | <u>80.3</u> |
| School | | |
| School Operations | <u>116.5</u> | <u>116.5</u> |
| School Bonds: | | |
| 2012 A | 2.3 | 2.3 |
| 2013 | 0.9 | 0.9 |
| 2014 A | 2.4 | 2.4 |
| 2015 A | 1.5 | 1.5 |
| 2016 A | 3.2 | 3.2 |
| 2017 A | 2.1 | 2.1 |
| 2018 A | 2.3 | 2.3 |
| 2019 A | 15.7 | 15.7 |
| 2020 Est | 0.6 | 0.6 |
| Total School Bonds | <u>31.0</u> | <u>31.0</u> |
| Total School | <u>147.5</u> | <u>147.5</u> |
| Grand Total Mills | 224.9 | 227.8 |

Proposed by:



Christy W. Hubbard
 Oconee County Auditor
 9/16/2019

Approved by County Council:



Julian Davis III
 Oconee County Council Chair
 9/16/2019