



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

December 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

- December 3, 2019 Regular Minutes

Administrator Comments

- Update on Westminster Magistrate Court

ESTATE OF WILLIAM C. LYLES OCONEE COUNTY CONSERVATION BANK BOARD FEE SIMPLE PURCHASE

OCCB UNANIMOUSLY APPROVED ON TUESDAY, DECEMBER 10, 2019 FOR COUNCIL TO APPROVE FUNDING IN THE AMOUNT OF \$66,100 **OR 10% OF THE APPRAISED VALUE, WHICHEVER IS LESS**, FOR A FEE SIMPLE PURCHASE TO UPSTATE FOREVER.

Proclamation 2019-15

A PROCLAMATION RECOGNIZING THE 9 AND UNDER AND THE 12 AND UNDER WESTMINSTER RECREATION ALL-STAR VOLLEYBALL TEAMS FOR WINNING THE SOUTH CAROLINA ATHLETIC PROGRAM STATE CHAMPIONSHIP

Proclamation 2019-16

A PROCLAMATION RECOGNIZING OCONEE COUNTY EMERGENCY SERVICES DIRECTOR, CHIEF CHARLES V. KING

Public Hearings for the Following Ordinances

Ordinance 2019-23 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO."

Ordinance 2019-24 "AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO ADDENDA FOR LEASE AGREEMENTS TO

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.

WHICH THE COUNTY IS A PARTY, PROVIDING FOR ALTERNATE COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

Ordinance 2019-23 [see caption above]

Ordinance 2019-24 [see caption above]

Second Reading of the Following Ordinances

[None scheduled]

First Reading of the Following Ordinances

Ordinance 2019-25 “AN ORDINANCE AMENDING CHAPTER 30, ARTICLE III, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN RELATION TO THE LOCAL ACCOMMODATIONS TAX, IN ORDER TO CLARIFY THE APPLICABILITY OF CERTAIN EXEMPTIONS AND COLLECTION STANDARDS, AS WELL AS RECORD INSPECTIONS, PENALTIES, AND OTHER MATTERS RELATED THERETO.”

Ordinance 2019-26 “AN ORDINANCE TO AMEND CHAPTER 6, ARTICLE III, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN RELATION TO THE MEMBERSHIP OF THE OCONEE COUNTY BOARD OF BUILDING CODE APPEALS, AND OTHER MATTERS RELATED THERETO.”

Ordinance 2019-27 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JULIE IBRAHIM AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED ADJACENT TO HANGAR E, OCONEE COUNTY REGIONAL AIRPORT, 365 AIRPORT ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

Resolution 2019-23 “A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN OCONEE COUNTY AS AN ABANDONED TEXTILE MILL SITE, INCLUDING PARCELS IDENTIFIED BY TAX MAP NUMBERS 210-00-01-047 and 210-00-01-056.”

Discussion Regarding Action Items

Foothills Farmstead Main Farm House Reconstruction / Grants / \$79,500.00

The Foothills Farmstead is a project with the goal of creating a living history farm to preserve the way of life in this region in the early 20th century, and to educate the public on this way of life. On November 20, 2018, Oconee County Council approved \$50,000 in matching funds to go along with the Foothills Farmstead’s Undiscovered SC grant application to South Carolina Parks, Recreation and Tourism. On July 16, 2019, Council moved to not require the Foothills Farmstead to reimburse the \$50,000 in matching funds back to Oconee County. The Foothills Farmstead is located at 150 School House Road, Westminster, SC.

It is the staff’s recommendation that Council approve the Sole Source Award for the reconstruction of the

Foothills Farmstead house to Old Oakway Architectural Salvage in the amount of \$79,500.00.

Physicals for Firefighters / Emergency Services / Not to exceed 54,000.00
Remaining Budget: \$66,963.00 / **Project Cost:** \$54,000.00 / **Balance:** \$12,963.00

Oconee County Fire and Emergency Services has approximately 300 personnel for 14 volunteer fire stations, one Haz-Mat station, and nine rescue stations, including rescue divers and emergency first responders. OSHA guidelines mandate that any personnel who fight fire and/or wear an air pack or bunker gear, and can pass a qualified face fit test, must have an annual physical provided by their employer. This bid requested blood testing, thorough stress and cardio testing, and physical exams that would be administered within Oconee County.

Upstate Medical Associates is a brick and mortar service location in Seneca, SC and North Greenville fitness provides the required physicals at our location(s) via mobile units. In order to provide options and flexible schedules for our staff and volunteers, staff is requesting the award be made to both vendors. We are requesting approval for a not-to-exceed amount which will not exceed the approved budget(s) for physicals.

It is the staff's recommendation that Council approve [1] award of ITB #19-01, Physicals for Firefighters, to Upstate Medical Associates, P.A., of Seneca, SC, and North Greenville Fitness, of Travelers Rest, SC, for a combined not-to-exceed amount of \$54,000.00, for a period of one year with the option to renew for four additional one-year periods and [2] authorize the County Administrator to renew the contracts, not to exceed the future fiscal years approved budget amounts, for up to four one year periods, provided their work is satisfactory.

2021 Freightliner 114SD with Roll-Off Cable Hoist / Solid Waste / \$159,732.24

Budget: \$159,732.24 **Project Cost:** \$159,732.24 **Balance:** \$0.00

Funding to be allocated from the Capital Vehicle Replacement Fund

This Roll-Off truck is a 2021 Freightliner cab and chassis with a Galfab hoist, the hoist system consists of the rail system and cables used to pick-up waste containers and a tarp system to cover any open containers. The truck will be used to service roll-off containers at the County's 11 recycling centers, parks, other departments as needed, as well as, for recycling activities at industries and commercial facilities that participate in the commercial recycling program. The 2021 Freightliner Roll-Off truck meets the specifications required by the Solid Waste department. This truck will replace a 1994 Ford roll-off truck which will be taken out of service and sold at a future public auction or on GovDeals.

It is the staff's recommendation that Council approve the purchase of the 2021 Freightliner 114SD with roll-off hoist from Iron Containers, Inc. (dba: Nu-Life Environmental) of Easley, SC in the amount of \$159,732.24

Request Council approval for staff to investigate the costs and feasibility of demolishing the former Fair Play School building

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

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

***Arts & Historical Commission.....District III**

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

Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required]

[None scheduled.]

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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] Receive legal advice and discuss ongoing litigation matter related to a contractual matter.

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

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

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.

**OCONEE COUNTY CONSERVATION BANK
SEC. 2-404(b)(4) FINDINGS**

Date: December 10, 2019

Recommended Award: \$66,100 or 10% of the appraised value, whichever is less

Parcel Name: Whetstone Creek Preserve

Owner: Estate of William C. Lyles

Acres: 155.56 acres

Location: Mountain Rest Community, Rocky Gap Road

Tax Map(s): 080-00-02-001

A. How the applicant meets the criteria set forth in section 2-403

- Frontage on USGS Blue Line Stream (Whetstone Creek) and 2,600 linear feet of a tributary stream
- For 20 years Whetstone Creek has been listed on the State's 303d list of impaired waters and this acquisition will eliminate a major source of pollution for the Chattooga River Watershed
- Property does not contain any documented threatened or endangered species but it possesses habitat for reoccupation by several species
- Contains native plant and animal species typical of mixed pine-hardwood forests, riparian buffer zones, and agrarian pastures and fields typical of the area
- About 1,000 linear feet of property boundary is shared with the Sumter National Forest
- Ecochee settlement of the Eastern Band of the Cherokee was likely once located on the property
- About 40% of the soils on the property are prime soils or soils of statewide importance
- Property has been actively farmed for at least the past 2 years
- Property contributes to the scenic nature of the area and can be viewed from Rocky Gap Road
- Long term plan for the property includes the potential for public access for hiking, cycling, horseback riding, and the inclusion of Wildlife Management Area [WMA] Program
- Property is in the Mountain Rest community near the County/State boundary and within the Chattooga River Watershed
- Some larger properties in the area have recently been divided and further development in the area is possible
- Property is 155.56 acres

B. The purpose of the award and the use to which the land will be put

- To leverage grants from the NRCS's Agricultural Conservation Easement Program, the South Carolina Conservation Bank, and the Pete and Sally Smith Foundation
- After a conservation easement is in place and ownership transferred to the Naturaland Trust, the Trust will remove any access for animals into Whetstone Creek, increase riparian buffers, and continue leasing farmland for hay production or other sustainable low impact farming
- Eventually the forested areas will be available to hikers visiting the Sumter National Forest

C. The party responsible for managing and maintaining the land

- Naturaland Trust

D. The party responsible for monitoring and enforcing any conservation easements or other restrictions upon the land

- Upstate Forever

E. How the parties designated in items c. And d. possess the expertise and financial resources to fulfill their obligations

- Naturaland Trust is a nonprofit conservation organization involved in the preservation of tens of thousands of acres of foothills and mountain land since 1973 and is one of the southeast's oldest conservation land trusts. It currently owns and manages over 3,400 acres and has played a direct role in conserving and protecting another 100,00 acres now in public domain. It is funded through donations and grants. It has an endowment. More information is available at naturalandtrust.org.
- Upstate Forever is a nonprofit conservation organization that protects critical lands, waters, and the unique character of Upstate South Carolina. It holds over 120 conservation easements in the Upstate totaling over 23,000 acres. Twenty-three of those easements are in Oconee County, totaling almost 5,000 acres. It is funded through donations and grants. It has an endowment. More information is available at upstateforever.org.

F. The availability of funds in the OCCB fund for the award

- OCCB fund balance is about \$550,000
- Project awards outstanding about \$20,100

G. Any other findings or information relevant to the award



Oconee County Conservation Bank Application for Funding

Oconee County, South Carolina

Completed Application to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

or

via email to: ksmith@oconeesc.com

SECTION I

I. General Information:

Acquisition type: Fee Simple Conservation Easement

Landowner's Name Estate of William C. Lyles

Mailing Address: 118 Massey Road

Piedmont, SC 29673

Daytime Telephones (864) 650 - 0316

Eligible OCCB Recipient Seeking Funding
(See Oconee County Ordinance 2011-16, Section II, G)

Name of Organization Upstate Forever

Authorized Agent Name: Chris Starker

Mailing Address: 507 Pettigru Street

Greenville, SC 29601

Daytime Telephones (864) 2500-0500 (ext 15)

II. Property Information

Legal Description County: Oconee

Tax Map # 080 - 00 - 02 - 001

Assessor's Plat & Lot Numbers: MapPlatB A20 and MapPlatP 9

Deed Reference [Book & Page] 1979/272

Current Zoning Classification Unzoned/Control Free

Location on County Map (attach copy as **EXHIBIT A**)

Brief description of property including:

- | | |
|-------------------------|---|
| a. Total Acres | <u>155.56 acres</u> |
| b. Total Forested | <u>~108 acres</u> |
| c. Total Cleared / Open | <u>~48 acres</u> |
| d. Total Wetlands | <u>n/a</u> |
| e. Creeks and/or Rivers | <u>Approximately 1 mile of Whetstone Creek plus an additional 2,000 linear feet of headwater streams.</u> |

Please include any surveys, USGS maps, directions, county locator map, or any other pertinent information.

III. Miscellaneous Information:

Who is the Party responsible for managing the land?

Name Naturaland Trust

Address: PO Box 728, Greenville, SC 29602

Telephone Number (864) 387 - 6079

Who is responsible for enforcing any conservation easements or other restrictions on this property?

Name Upstate Forever

Address: 507 Pettigru Street, Greenville, SC 29601

Telephone Number (864) 250 - 0500

IV. Adjoining landowners.

Adjoining landowners must be notified of this grant request by Oconee County ordinance. Please attach an affidavit that all adjoining landowners have been notified.



Signature of Eligible OCCB Recipient (Applicant)

October 30, 2019
Date

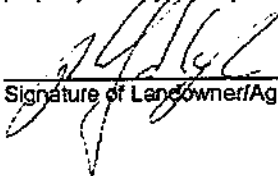
Section II

To be filled out by the landowner

1. Has the Eligible OCCB Recipient seeking funding notified you in writing.
(See Oconee County Ordinance 2011-16, Section VII)
- a. That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund.
 yes no
- b. That it may be in the landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.
 yes no
2. Are there any existing liens, mortgages, or encumbrances that currently exist on this property?
 yes no If yes, please explain below:

Oconee County Conservation Bank—Landowner Inspection Consent Agreement

I, Philip D. Lyles, as the landowner or landowner's agent agree to allow inspection, or appraisal if necessary, of the property being presented to the OCCB Board for consideration. I agree to allow authorized or designated agent or staff to inspect this property as may be required. Reasonable notice of inspection will be given.

 P.D.
Signature of Landowner/Agent

10/31/19
Date

Section III
To be filled out by the Eligible OCCB Recipient seeking funding (Applicant)

Organization Name Upstate Forever

Address 507 Pettigru Street, Greenville, SC 29601

Daytime Telephones (864) 250 - 0500

Contact Person Chris Starker

Organization EIN Number: 57 - 10070433

NOTE: You are required to attach certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the applicant is an otherwise qualified entity under Oconee County Ordinance 2011-16, Section II and Section VII.

How will you be able to complete the project and acquire the interests in the proposed lands?

Upstate Forever is working with Naturaland Trust, the SC Conservation Bank, and the Natural Resources Conservation Service to purchase the property in fee simple prior to placing it into a conservation easement.

How many total acres of lands or projects have you preserved in this State? In this County?

Upstate Forever currently holds 120 conservation easements in the Upstate totaling over 23,000 acres. 23 of those easements are in Oconee County and total almost 5,000 acres.

Briefly describe the lands your organization has preserved in this State, and then County, including their size, location and method of preservation. Note: this section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated.)

Most of the protected properties are private lands managed for hunting or timber, but several are working farms, public recreation areas, or important habitat areas providing critical migration corridors or protecting rare, threatened, or endangered species, including over 100 miles of rivers and streams.

Has the Eligible OCCB Recipient notified the owner of the land that is the subject of the potential OCCB grant of the following in writing? (See *Oconee County Ordinance 2011-16, Section VII*)

- a. That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or it assignees.

Yes

- b. That it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Note: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests.

Does the Eligible OCCB Recipient or the landowner have a general summarized land management plan for this proposal? If so, please attach.

_____ yes X no

Explain how the Eligible OCCB Recipient intends to enforce the easement restrictions on this proposal, if a conservation easement is proposed. Attach additional sheet if necessary.

Upstate Forever is a nationally accredited land trust under the national Land Trust Alliance. We steward our inventory of easements on an annual basis according LTA standards. If there are unpermitted uses of the property either by the landowner or by outside parties, then corrective action is pursued as stated in the easement language and according to LTA guidelines. Further, Upstate Forever can apply to Terrafirma for legal remedy if litigation is required.

Does the Eligible OCCB Recipient agree that OCCB funds may only be used for the acquisition of interests in land including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands?

yes no

Does the Eligible OCCB Recipient have reasonable documentation to support this request? Please attach.

The proposal will not be considered without adequate substantiation of estimated Fair Market Value and a qualified and competent appraisal establishing fair market value and/or the value of the proposed easement will subsequently be required prior to closing.

(See Oconee County Ordinance 2011-16, Section VII, B, f)

yes no

What is the amount of support sought for this proposal?

\$ 66,100.00

Explain how this proposal will satisfy the Criteria listed in Sections Four and Five of the ensuing pages. (Please attach a narrative of what your intended plans are and how you plan to accomplish them.)

Chris Starker

Signature of Authorized Agent for Eligible OCCB Recipient (Applicant)

Katherine P. Hotel

Notary Signature

My commission expires: 10/29/2025



Section IV
Conservation Criteria
Oconee County Ordinance 2011-16, Section VI
Information to be considered in filling out the application

1. Does the property contain or adjoin wetlands? Yes _____ No X

If yes, please attach certification by USACOE or NRCS.

2. Does the property contain or adjoin a USGS Blue Line Stream or Lake?
Yes, approximately 1 mile of Whetstone Creek and 2,600 linear feet of a tributary stream. See map.
If yes, please provide USGS topographic map showing such stream or lake in relation to property.

3. Does the property contain or adjoin Water Classified as either (i) Outstanding Natural Resource Water (ii) Outstanding Resource Water or (iii) Trout Water, by South Carolina DHEC.

Yes, Whetstone Creek is classified by SCDHEC as Trout Natural. See DHEC Watershed description.
If yes, please provide evidence of such classification by SC DHEC.

4. Does the property currently contain threatened or endangered species or habitat suitable for threatened or endangered species?

If yes, please provide a certification by SC DNR, NRCS, USFS or other qualified professional providing evidence of such species existence on the property or of such habitat suitability. Property does not currently contain any documented RTE species but possesses habitat suitable for reoccupation of species. See USFWS IPaC Resource List.

5. Does the property currently contain native wildlife species or habitat suitable for native wildlife species? Yes, native plant and animal species typical of mixed pine-hardwood forests, riparian buffer zones, and agrarian pastures and fields found in this area.
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such species existence on the property of such habitat suitability.

6. Does the property currently contain special or concentrated biodiversity? No.

If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such biodiversity on the property.

7. Does the property currently contain a unique geological feature, such as a mountain, rock outcropping, waterfall or other similar feature? No.

If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such geological feature on the property.

8. Does the property share a boundary with other Protected Land? For purposes of this question, "Protected Land" includes any land or byway substantially protected from development or designated as scenic or protected through any federal, state, or local act.

(a) If yes, what percentage of a boundary is shared with such Protected Land?

X 1%-25%

26%-50%

Greater than 50%

(b) If yes, please describe the Protected Land and present a legible map showing such Protected Land in relation to the property.

Property shares approximately 1,000 linear feet of boundary with the Sumter National Forest. See map.
9. Does the property contain any of the following pre-historic or historic features or designations?

(a) Listing on the National Historic Register? If yes, please provide a letter or other evidence from the Department of the Interior demonstrating such listing.

(b) Eligible for listing on the National Historic Register? If yes, please provide a letter or other evidence from the SC State Historic Preservation Office demonstrating such eligibility.

(c) Contains historic or pre-historic structures? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the structure(s) on the property.

(d) Contains a site of historic or pre-historic significance? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the site(s) on the property.

10. The Ecochee settlement of the Cherokee Indians was once located on the property near Whetstone Creek. Does the property contain fifty percent (50%) or greater surface area of soils classified as Prime or Important by the State of South Carolina?

Approximately 40% of the soils on the property are classified as Prime or important by the State of SC.

(a) If yes, what percentage of the property contains soils classified as Prime or Important by the State of South Carolina?

50%-60%

61%-75%

Greater than 75 %

(b) If yes, please provide a legible soil overlay map showing such Prime or Important soil types upon the property.

11. Has the property been Actively Farmed as defined under one of the following qualifications?

Landowner has farm records established with USDA Service Center Agencies, but may not have filed Schedule F.

- (a) The landowner has filed IRS Form Schedule F in the previous two tax years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application;
- (b) The landowner has filed IRS Form Schedule F in seven of the last ten years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application; or
- (c) The landowner can produce documentation demonstrating that the landowner has produced significant agricultural products in Oconee County in the last two years? If yes, please provide such documentation and a notarized statement affirming that such farming activities pertained to the property referred to in this application.

12. Does the property allow public viewing: There is not an established pull-out or viewing station but views to the south and east are available from Rocky Gap Road. See map and photos.

- (a) ...from a Federal, State or County maintained road? If yes, please provide documentation describing precise location of point along a Federal, State or County Road where property is visible. Include a photograph taken from this point.
- (b) ...from any other public access land or waterway? If yes, please provide documentation describing precise location of point along such public access land or waterway where property is visible. Include a photograph taken from this point.

13. Does the property provide a Scenic View to the public or help maintain the Scenic Nature of an area in the County? For purposes of this question, a Scenic View includes mountain, river, lake, forest, pasture, agricultural and other pastoral views which are viewable by the public from a public roadway or other publically accessible area.

The property preserves scenic view along Rocky Gap Road. See map and photos.

If yes, please provide photograph evidence to support the Scenic View, a description of the Scenic View and a description of the specific locations with map references from which the public may observe the Scenic View.

14. Does the proposal for the conservation project on the Property allow...

- (a) ...Limited Access by the public to the property? For purposes of this question, Limited Access means any access which is less than access on a year round and continual basis, but allows access by the public for some limited time or seasonal period(s). There is potential for public outdoor recreation including hiking, cycling, horseback riding, and inclusion in WMA program.

If yes, please provide documentation supporting such Limited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public.

(b) ... Unlimited Access by the public to the property? For purposes of this question, Unlimited Access means any access which provides the public access to the property on a year round and continual basis and, additionally, requires that such access is (or will be) communicated to the public.

If yes, please provide documentation supporting such Unlimited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public. In addition, please provide evidence that the Unlimited Access is (or will be) reasonably communicated to Oconee County citizens.

15. Is the property located in any one or more of the following locations? If yes, for each such location please provide an aerial map and supporting documentation which demonstrates such location in relation to the relevant municipality or other land.

The Property is adjacent to and shares a border with the Sumter national Forest.

- (a) Is the property located within or adjacent to land of the United States Forest Service, a South Carolina State Forest, a State Park, a County Park or a Park of Municipality located in Oconee County, South Carolina?
- (b) Is the property located within 1 mile of a municipality?
- (c) Is the property located from 2-5 miles of a municipality?
- (d) Is the property located greater than 5 miles from a municipality?

The Property is at least 14 miles from Walhalla.

16. What is the approximate size (in acres) of the property? Please provide documentation to support the stated acreage, including survey(s), tax information, deeds or other similar documentation.

According to oconee County online property records, the Property is 155.56 acres.

Section V - Financial Criteria
Oconee County Ordinance 2011-16 Section VI
Information to be considered in filling out the application

1. (a) What is the Total Market Value of the proposed conservation project? \$661,000
(Total Market Value for a fee simple project is the total fair market value of the property as supported by a current appraisal. Total Market Value for a conservation easement project is the value of the conservation easement as determined under the methods prescribed in IRS Treasury Regulations 1.170A-14(h) as supported by a current appraisal.)

(b) What is the amount of the grant requested from the OCCB? \$66,100

Based on the figures above, what is the total percentage of funding requested for the project from the OCCB. *(Divide Sum (b) by Sum (a) to Find Percentage)?* 10%

2. Please list and describe any other grants, contributions or gifts from any non-governmental agencies, groups, entities or individuals which will support the proposed conservation project? Upstate Forever will contribute \$170,000 through the NRCS Agricultural Conservation Easement Program plus \$20,000 through the Pete & Sally Smith Foundation to cover due diligence fees. Naturaland Trust will provide an additional \$85,000 through the SC Conservation Bank.

For any listed grant, contribution or gift, please provide evidence or a written pledge of such support from the relevant non-governmental party.

3. How does the proposal present a unique value opportunity in that it protects land at a reasonable cost? Parcel:

 is available at a low cost per acre

 X is available from a willing seller at a reasonable price

4. How does the proposal leverage OCCB funds by including funding or in-kind assets or services from other governmental sources? Funding from the OCCB will provide needed matching funds required for other grant programs, including the NRCS ACEP program and the SCCB, a combined \$275,000 value. Have matching funds of any kind or services-in-kind been applied for or received?

Please explain and described the in-kind services or amount of financial support applied for or r received. Please also provide written documentation to support such application or receipt of such support.

5. Please describe any other financial advantage of the proposed conservation project which helps ensure that the project represents a good use of limited OCCB funds and/or provides a good return on investment for the citizens of Oconee County?

Please explain any other such financial advantage and provide documentation to support your answer to this question.

At a ratio of 1:4, the \$661,000 contribution from the OCCB for this project not only protects 155 acres of prime farmland and forest, but also helps ensure better water quality in the Chattooga River Watershed.



Protecting Land & Water | Advocacy | Balanced Growth

Whetstone Creek Preserve The Estate of William C. Lyles

Upstate Forever and Naturaland Trust are working with the Estate of William C. Lyles to protect 155.56 acres of farm and forest land on Whetstone Creek, a tributary of the Chattooga National Wild and Scenic River and a key parcel in the agricultural community with approximately 40% prime soils. While the property is currently on the market, the Estate includes conservation-minded members who are willing to work with the conservation community while we work to secure funding to purchase the property. With the support of the SC Conservation Bank, the Oconee County Conservation Bank, and additional assistance through NRCS's Agricultural Conservation Easement Program, and the Pete and Sally Smith Foundation, this this multi-pronged partnership will leverage several funding sources to sufficiently secure a fee-simple purchase.

The resulting protected property will accomplish many goals. First, the Whetstone Creek Preserve was recently designated a conservation priority by the US Forest Service in the Sumter National Forest, which will provide future access to the Chattooga River Corridor while facilitating better forest management practices. Second, protection of this tract will help eliminate a major source of pollution into the Chattooga River Watershed by reducing sediment, turbidity, bacteria, and nutrients from entering the Creek from overland storm water runoff. Third, approximately 40% of the property possesses prime soils or soils of statewide importance, thereby protecting the potential to continue agricultural production and its contribution to the local agricultural community. Finally, the Ecochee settlement of the Eastern Band of the Cherokee was likely once located on the property near Whetstone Creek. Although no archaeological surveys have been conducted yet, protecting this property will allow for future exploration of the Cherokee relationship to the area.

The Whetstone Creek Preserve is located in the Mountain Rest community of Oconee County near the County/State boundary and within the Chattooga River Watershed. The Preserve contains or abuts approximately one mile of Whetstone Creek and an additional 2,000 linear feet of headwater streams, all of which drain to the Chattooga River. About 2/3 of the property is forested with the remaining cleared and used for pasture or cropland.

The Whetstone Creek sub-watershed produces the largest amount of input to the Chattooga River, both in terms of flow and pollution. For nearly 20 years Whetstone Creek has been listed on the State's 303d list of impaired waters due to aquatic life and biological impairments. This



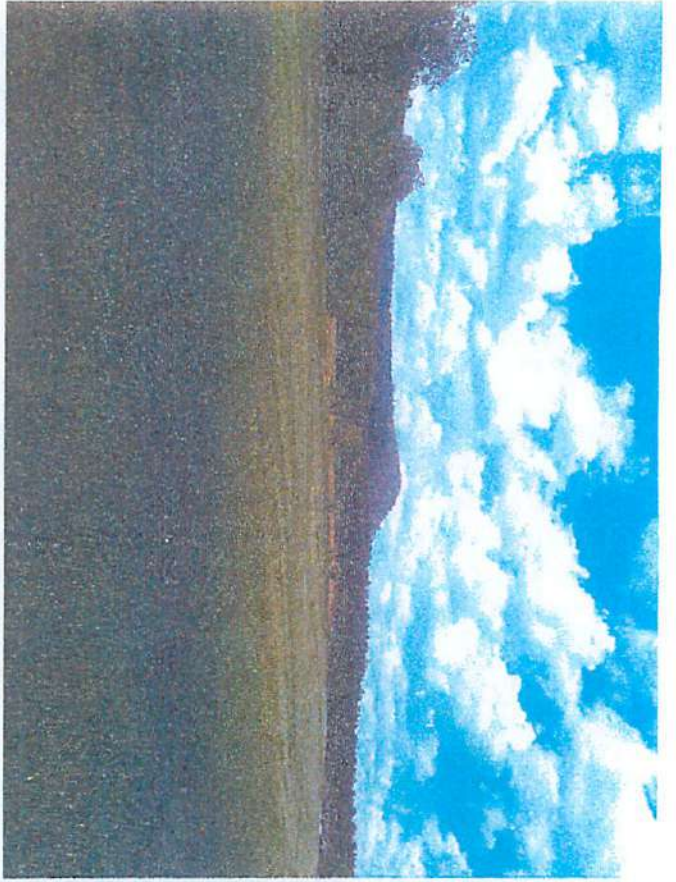
project will help alleviate some of the pressures to watershed health stemming from land management practices by removing cattle from the streams and re-establishing healthy riparian buffers.

In addition, the Whetstone Creek Preserve is adjacent to the Sumter National Forest, sharing about 1,000 linear feet of property boundary. In a recent inventory of land prioritized for conservation, the USFS identified several parcels for protection based on many criteria. These identified lands all improve water quality, benefit both native species and some rare, threatened, or endangered species, improve recreational opportunities, and help the USFS better manage their lands by removing key inholdings.

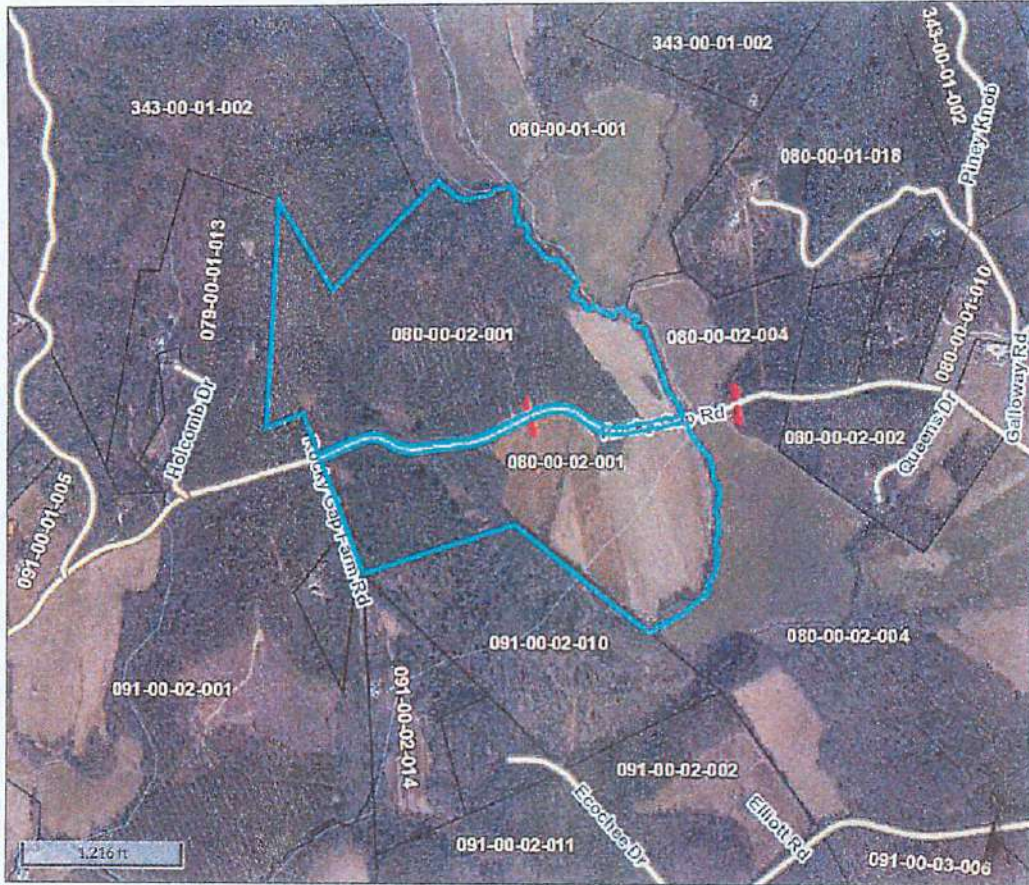
Funding from the Oconee County Conservation Bank will be placed in escrow with funds provided by the SC Conservation Bank and the USDA's Agricultural Conservation Easement program (ACEP), which will be used by Naturaland Trust to purchase the property and place it into a conservation easement held by Upstate Forever. At a ratio of 1:4, the contribution from the OCCB represents a significant opportunity to leverage available funding to protecting important land resources in Oconee County.

While the full market value of the property was appraised at \$661,000, the value of the conservation easement is estimated at \$340,000. Upstate Forever is currently the only non-profit organization in SC enrolled in the Natural Resources Conservation Service's Regional Conservation Partnership Program, which allows us to provide supplemental funding to qualified projects through the Agricultural Conservation Easement Program, and would support the acquisition with 50% of the *easement* value only, or \$170,000. Naturaland Trust has applied to and been approved for a grant from the SC Conservation Bank, which will contribute additional funding. However, we need the OCCB to help cover the shortfall by contributing 10% of the conservation value for this project, which is \$66,100. In addition, Upstate Forever has secured an additional \$20,000 of funding to help cover the cost of due diligence and the stewardship endowment for the conservation easement.


Once the easement is in place and ownership is transferred to Naturaland Trust, the Trust will remove any access for animals getting into Whetstone, increase riparian buffers, and continue leasing the farmland for hay production or a sustainable low impact farmer. Eventually, they will also make the forested section available to hikers who visit Sumter National Forest.













Overview



Legend

-  Parcels
-  Parcel Numbers
-  Landhook
-  Roads
-  Lakes
-  Streams and River

Parcel ID	080-00-02-001	Alternate ID	4239	Owner	LYLES WILLIAM C	Last 2 Sales			
Sec/Twp/Rng	n/a	Class	Unclassified	Address	118 MASSEY RD	Date	Price	Reason	Qual
Property	ROCKY GAP		Farm		PIEDMONT, SC	8/9/2013	0	Other Not Valid	U
Address	RD	Acreage	155.56		29673	7/9/1988	0	Valid Arms-length sale tran	U
District	004								
Brief	MapPlatB A20 MapPlatP 9								
Tax Description	LYLES EST								
	(Note: Not to be used on legal documents)								

Date created: 4/8/2019
 Last Data Uploaded: 4/8/2019 1:07:08 AM



Parcel Information

Parcel ID 080-00-02-001
 Tax ID 4239
 Neighborhood CHATTOOGA TWP
 Property Address Rocky Gap Rd
 Legal Description MapPlatB A20 MapPlatP 9 LYLES EST
 (Note: Not to be used on legal documents)
 Acreage 155.56
 Class Unclassified Farm
 Tax District/Area 004
 Legal Residence No

[View Map](#)

Owner Information

Primary Owner
 Lyles William C
 118 Massey Rd
 Piedmont, SC 29673

Land Information

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft
75 AG LAND 20.0001 AND UP AC			154,560			1.00	1.00	6,732,634
71 AGRICULTURAL HOMESITE			1.000			1.00	1.00	43,560

Valuation Record

Assessment Year		12/31/2016	12/31/2013	12/31/2010	12/31/2010	12/31/2010
Reason for Change		2015 REVAL	AG.APPROVED	Reval	Reval	Reval
VALUATION	Land	\$473,680	\$488,680	\$488,680	\$488,680	\$488,680
(Taxable Market Value)	Improvements	\$0	\$0	\$0	\$0	\$0
	Total	\$473,680	\$488,680	\$488,680	\$488,680	\$488,680

Sales Information

Sale Date	Sale Price	Deed Book / Page	Grantor	Grantee
8/9/2013	\$0	1979 / 272	LYLES WILLIAM C & ELIZABETH S	LYLES WILLIAM C
7/9/1988	\$0	542 / 233	LYLES WILLIAM C & ELIZABETH S	LYLES WILLIAM C & ELIZABETH S

Recent Sales In Area

From:
 04/08/2016
 To:
 04/08/2019

1500
 Feet ▼

Generate Owner List by Radius

Distance:

100

Feet ▼

Show address of: Owner Property

Download format:

Address labels (5160) ▼

Additional mailing label options:

Show parcel id on label

Skip labels:

0

No data available for the following modules: Residential Dwellings, Improvements, Sketches.



Last Data Upload: 4/8/2019, 1:07:08 AM

Version 2.2.10

079-00-01-013
HOLCOMB FRED E
175 HOLCOMBE DR
MOUNTAIN REST, SC 29664

080-00-01-001
BRYSON FAMILY OF HIGHLANDS LLC
555 N 5TH ST
HIGHLANDS, NC 28741

080-00-02-001
LYLES WILLIAM C
118 MASSEY RD
PIEDMONT, SC 29673

080-00-02-004
BRYSON FAMILY OF HIGHLANDS LLC
555 N 5TH ST
HIGHLANDS, NC 28741

091-00-02-001
MOXLEY CHARLES A
10200 HIGHLANDS HIGHWAY
MOUNTAIN REST, SC 29664

091-00-02-010
RAMEY ROBERT L JR & BETTY RAMEY F
107 JAMLETTE DR
WALHALLA, SC 29691

091-00-02-014
MASSEY RONALD
891 ROCKY GAP FARM RD
MOUNTAIN REST, SC 29664

091-00-02-018
NULL CHRISTIANE & MATTHEW B COCHF
850 ROCKY GAP FARM RD
MOUNTAIN REST, SC 29664

343-00-01-002
U S A % DEPT OF AGRICULTURE
1371 PEACHTREE NE SUITE 600
ATLANTA, GA 30319

Affidavit

I hereby attest and affirm as follows:

1. I am the Land Conservation Manager of Upstate Forever, the eligible recipient and applicant for a grant for the Oconee County Conservation Bank to acquire a conservation easement on the tracts described in the application submitted herewith.
2. I have delivered written notification of the application to the owners of all properties that adjoin the tracts that are the subject to the application.
3. I have delivered written notification of the application to the owner of the property subject to the application and notified the landowner:
 - a. that interests in land purchased with trust funds results in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or its assignees, and
 - b. it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Chris Starker
Chris Starker

Sworn to before me this 31 day of October, 2019

Notary Signature: Katherine P. Holtz
Notary Public for South Carolina

My commission expires: 10/29/2025



Official Zoning Map

OCONEE COUNTY, SC

2007048

Revised 12/2013



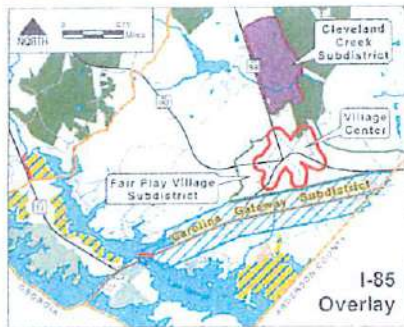
Whetstone Creek Preserve



Paul Cain, Chair
Oconee County Council

Elizabeth G. Hulse, Clerk
Oconee County Council

	September 18, 2007	September 14, 2011	November 1, 2013
1st Reading	September 18, 2007	September 14, 2011	November 1, 2013
Public Hearing	April 13, 2008	October 16, 2012	January 7, 2014
2nd Reading	September 17, 2008	January 23, 2011	May 5, 2013
Public Training	October 21, 2008	May 7, 2013	November 3, 2013
3rd Reading	November 6, 2008	August 20, 2013	November 15, 2013



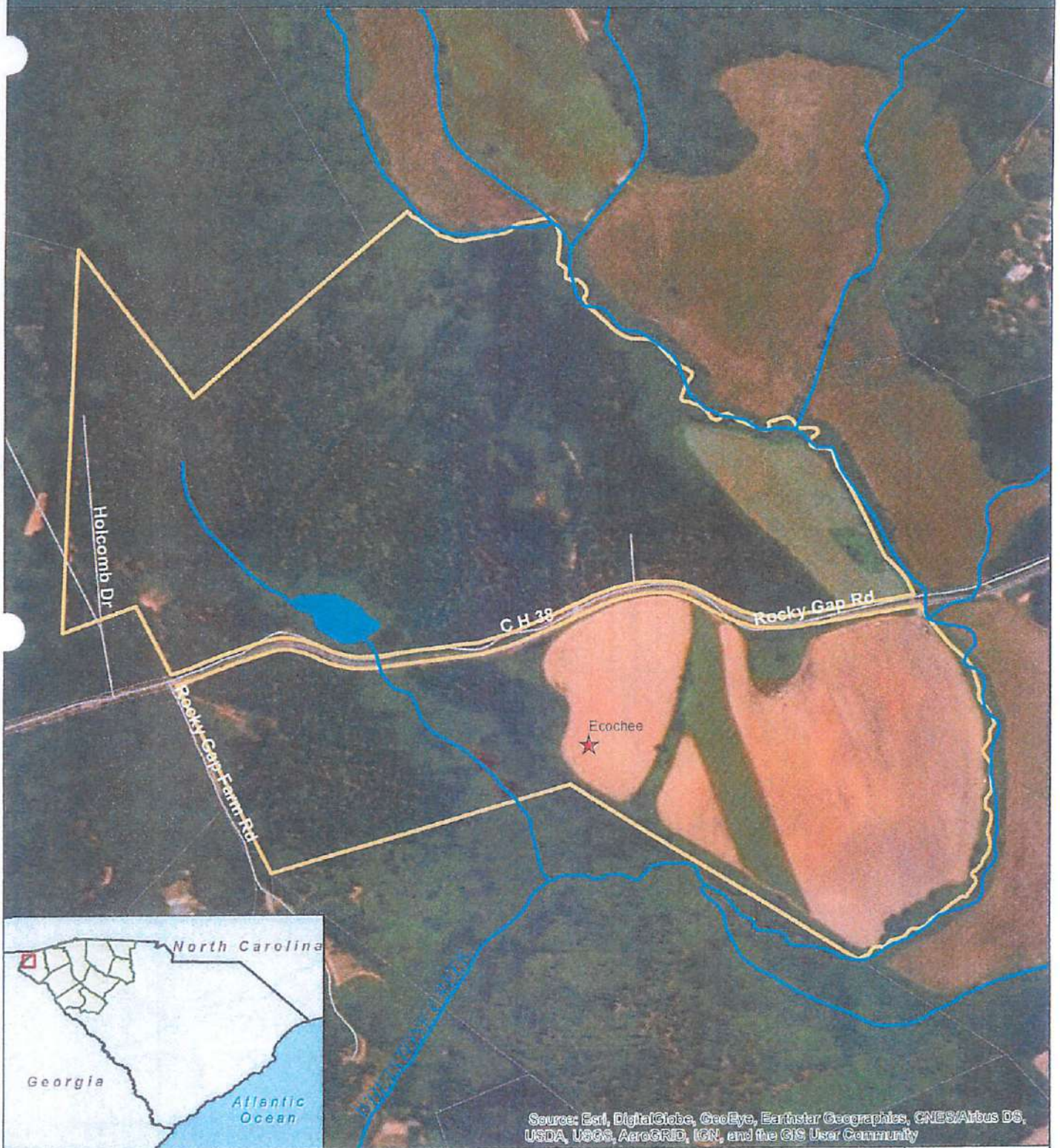
I-85
Overlay



LEGEND

BASE ZONING DISTRICTS		I-85 OVERLAY		OTHER	
Agricultural	Industrial	Corridor Gateway	Cleveland Creek	Major Road	Municipality
Agricultural Residential	Lake Residential	Fair Play Village	Village Center	Planning District	Known/Proposed Creeks
Community Commercial	Mixed Use				
Conservation	Planned Development				
Highway Commercial	Public & Recreational Lands				
	Residential				
	Rural Residential				
	Traditional Rural				

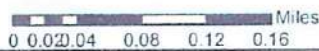
Lyles Farm (Whetstone Creek Preserve)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend

-  Conservation Easement Boundary
-  Cherokee Village Site

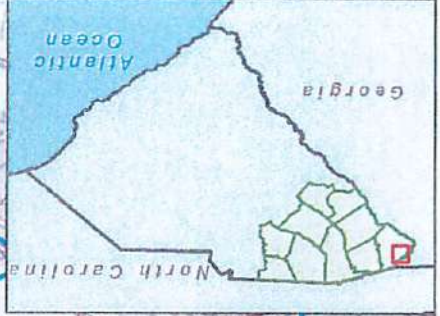
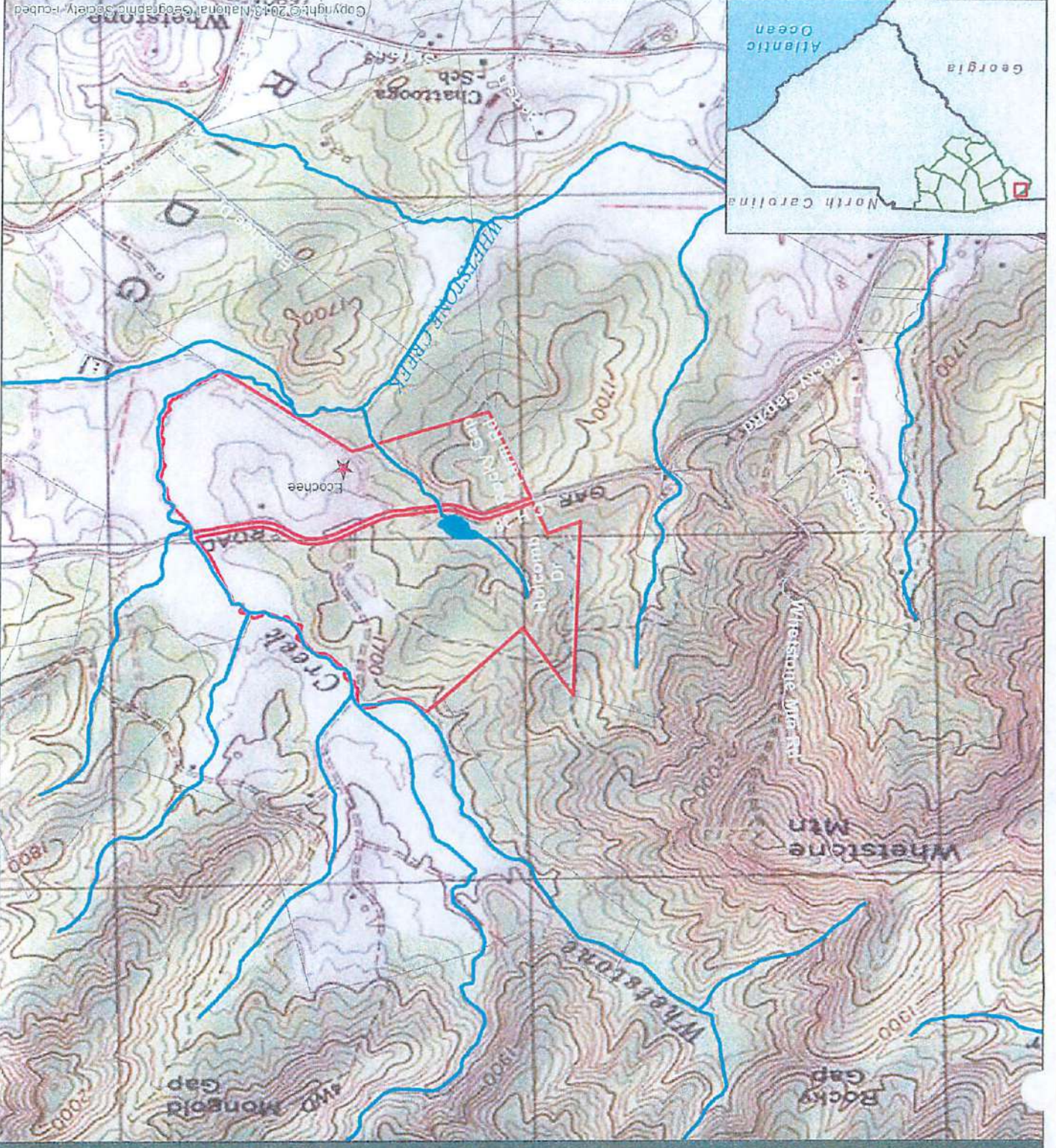


DISCLAIMER:
This map is not a land survey and is for general reference purposes only. Upstate Forever makes no warranty or representation as to the accuracy of this map and disclaims all responsibility for any costs or damages that may arise from its use.

CBS 8 April 2019



Lyles Farm (Whetstone Creek Preserve)



Legend

- ★ Cherokee Village Site
- Conservation Easement Boundary



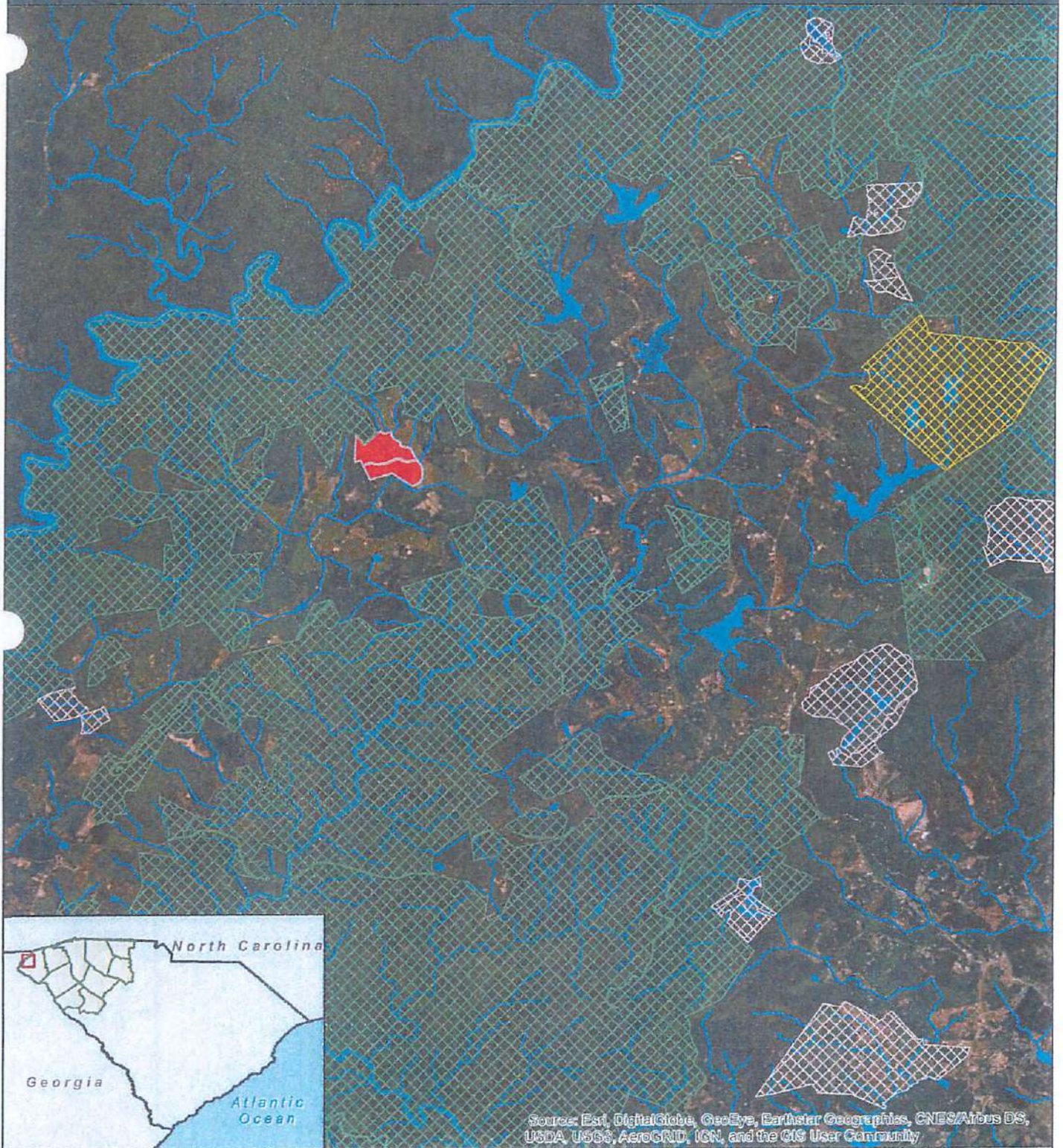
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CBS 8 April 2019



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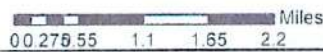
Lyles Farm (Whetstone Creek Preserve)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend

-  UF Conservation Easements
-  SC PRT
-  US Forest Service
-  Lyles - Whetstone Creek Preserve

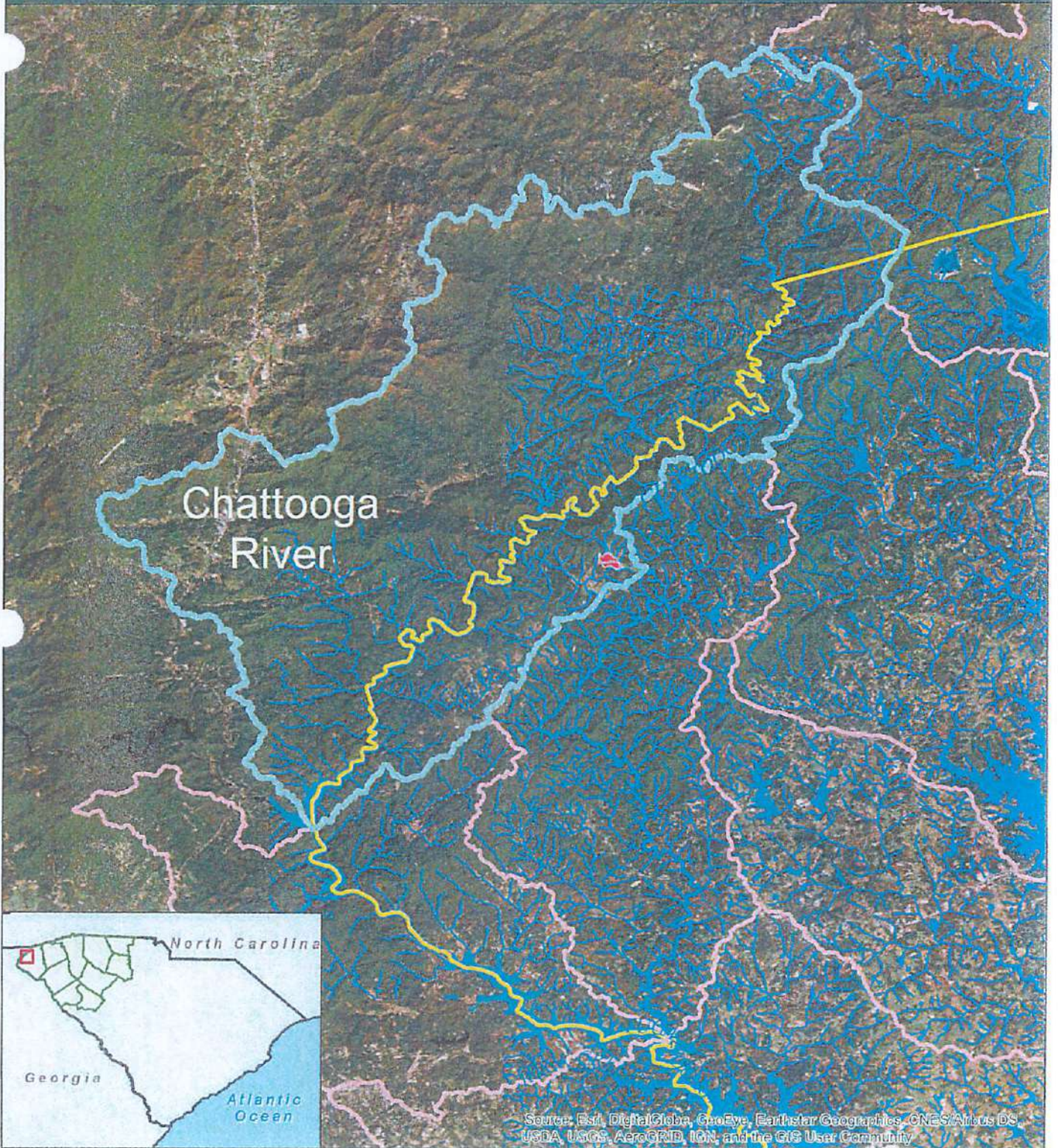


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CBS 8 April 2019



Lyles Farm (Whetstone Creek Preserve)



Legend

-  Chattooga River Watershed
-  Conservation Easement
-  HUC-10 Watersheds
-  State_of_SC



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CBS 8 April 2019



03060102-02
(Chattooga River)

General Description

Watershed 03060102-02 consists primarily of the Chattooga River and its tributaries from its origin to its confluence with the Tallulah River* at the Tugaloo Dam. The South Carolina portion of watershed 03060102-02 (formerly 03060102-010 and a portion of 03060102-060) is located in Oconee County and resides in the Blue Ridge physiographic region. The Chattooga River watershed extends into North Carolina and Georgia. There are 178,648 acres in the entire watershed; 143,750 acres or 80.5% are outside of South Carolina. Land use/land cover in the South Carolina portion of the watershed includes: 87.6% forested land, 2.5% urban land, 8.9% agricultural land, 0.7% water, and 0.3% forested wetland (swamp). A map depicting this watershed is found in Appendix A, page A-30.

The Chattooga River flows across the North Carolina/South Carolina border in the northwest corner of South Carolina, flowing between the states of South Carolina and Georgia. Streams flowing into the river from the Georgia side are connoted with an asterisk. Flowing out of North Carolina, the river accepts drainage from Bad Creek, East Fork Chattooga River (Dark Branch, Jacks Creek, Slatten Branch, Indian Camp Branch), Harden Creek*, King Creek, Lick Log Creek (Thrift Lake, Piggpen Branch), Ira Branch, Reed Creek*, West Fork*, Holden Branch*, Adline Branch*, Bynum Branch*, and Laurel Branch*. Further downstream, Moss Mill Creek enters the river followed by Warwomen Creek*, Dicks Creek*, Whetstone Creek (Tyler Branch, Swaford Branch, Harts Branch), Rock Creek*, Buckeye Branch*, Lick Long Creek*, and Turpin Branch. Fall Creek (Fall Creek, North Fork Fall Creek, Stump Branch) enters the river next followed by Tilly Branch, Pole Creek*, Reedy Branch, Stekoa Creek*, Cliff Creek*, Long Creek, Pinckney Branch, Daniel Creek*, Camp Creek*, Fishtrap Branch, and Opossum Creek (Sawhead Branch, Shoulder Bone Branch, Camp Branch). The Chattooga River then flows through Lake Tugaloo accepting drainage from Devils Branch, Bad Creek*, and Worse Creek* before merging with the Tallulah River* to form the Tugaloo River. There are a total of 570.6 stream miles and 629.3 acres of lake waters within the extended watershed.

The Chattooga River and its tributaries from the North Carolina line to Opossum Creek are classified ORW with the following exceptions: the portion of East Fork Chattooga River from its confluence with Indian Camp Branch to the Chattooga River is classified TN, **Whetstone Creek and Swaford Branch are classified TN**, Lick Log Creek from Thrift Lake to its headwaters is classified FW, and Turpin Branch, Fall Creek, Tilly Branch, Reedy Branch, Long Creek, Pinckney Branch, Fishtrap Branch, and Opossum Creek are classified FW. The Chattooga River and its tributaries from Opossum Creek to the Tugaloo River are classified FW. Lake Tugaloo is classified TPGT. The Sumter National Forest extends across the entire watershed.

Surface Water Quality

<u>Station #</u>	<u>Type</u>	<u>Class</u>	<u>Description</u>
SV-308	W/BIO	ORW	EAST FORK CHATTOOGA RIVER AT SC 107, 2 MI S OF STATE LINE
SV-792	BIO	ORW	EAST FORK CHATTOOGA RIVER 300 MI DOWNSTREAM OF HATCHERY OUTFALL
SV-227	INT	ORW	CHATTOOGA RIVER AT SC 28, 3.5 MI NW MT REST
SV-199	W	ORW	CHATTOOGA RIVER AT US 76
SV-359	W	TPGT	LAKE TUGALOO, FOREBAY EQUIDISTANT FROM SPILLWAY AND SHORELINE

East Fork Chattooga River – There are two monitoring stations along the East Fork Chattooga River. Although there were pH excursions at the upstream site (*SV-308*), aquatic life uses are fully supported based on macroinvertebrate community data. There is a significant increasing trend in five-day biochemical oxygen demand. Recreational uses are fully supported at this site. At the downstream site (*SV-792*), aquatic life uses are fully supported based on macroinvertebrate community data.

Chattooga River – There are two monitoring stations along the Chattooga River. Significant decreasing trends in turbidity and total phosphorus concentration at both sites suggest improving conditions for these parameters. Aquatic life and recreational uses are fully supported at the upstream site (*SV-227*); however, there are significant increasing trends in five-day biochemical oxygen demand, total nitrogen concentration, and fecal coliform bacteria concentration. Although pH excursions occurred, they were considered natural, not standards violations. Aquatic life and recreational uses are also fully supported at the downstream site (*SV-199*); however, there is a significant increasing trend in five-day biochemical oxygen demand.

Lake Tugaloo (SV-359) - Aquatic life uses are partially supported due to pH excursions. There are also significant increasing trends in five-day biochemical oxygen demand and total nitrogen concentration. There is a significant decreasing trend in pH. Recreational uses are fully supported.

A fish consumption advisory has been issued by the Department for mercury and includes Lake Tugaloo within this watershed (see advisory p. 38).

NPDES Program

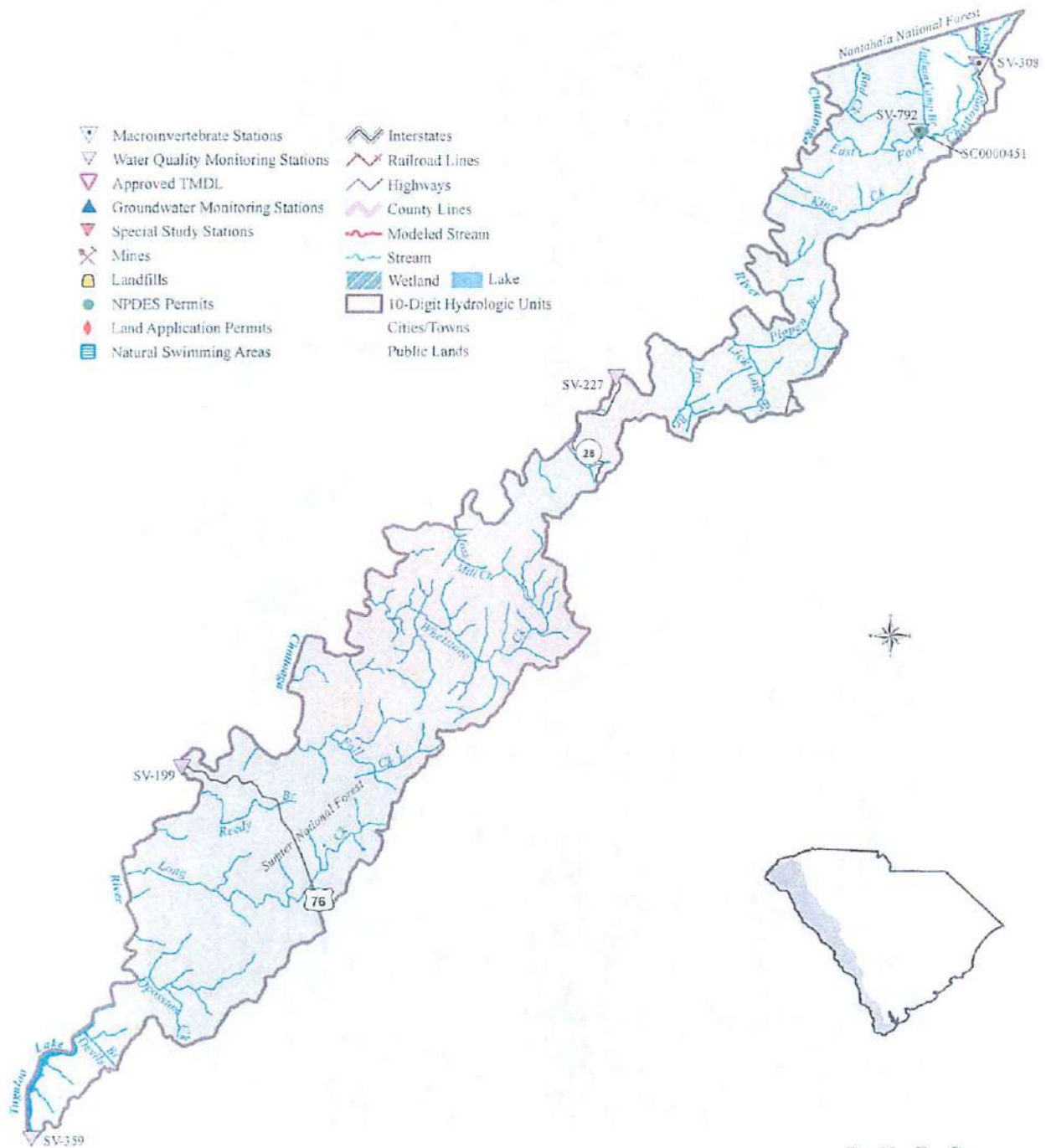
Active NPDES Facilities

<u>RECEIVING STREAM FACILITY NAME</u>	<u>NPDES# TYPE</u>
EAST FORK CHATTOOGA RIVER SCDNR/WALHALLA FISH HATCHERY	SC0000451 MINOR INDUSTRIAL

Growth Potential

There is a low potential for growth in this watershed, which resides entirely within the Sumter National Forest. The steep slopes of this region would limit establishment of infrastructure and any serious growth.

Chattooga River Watershed (03060102-02)

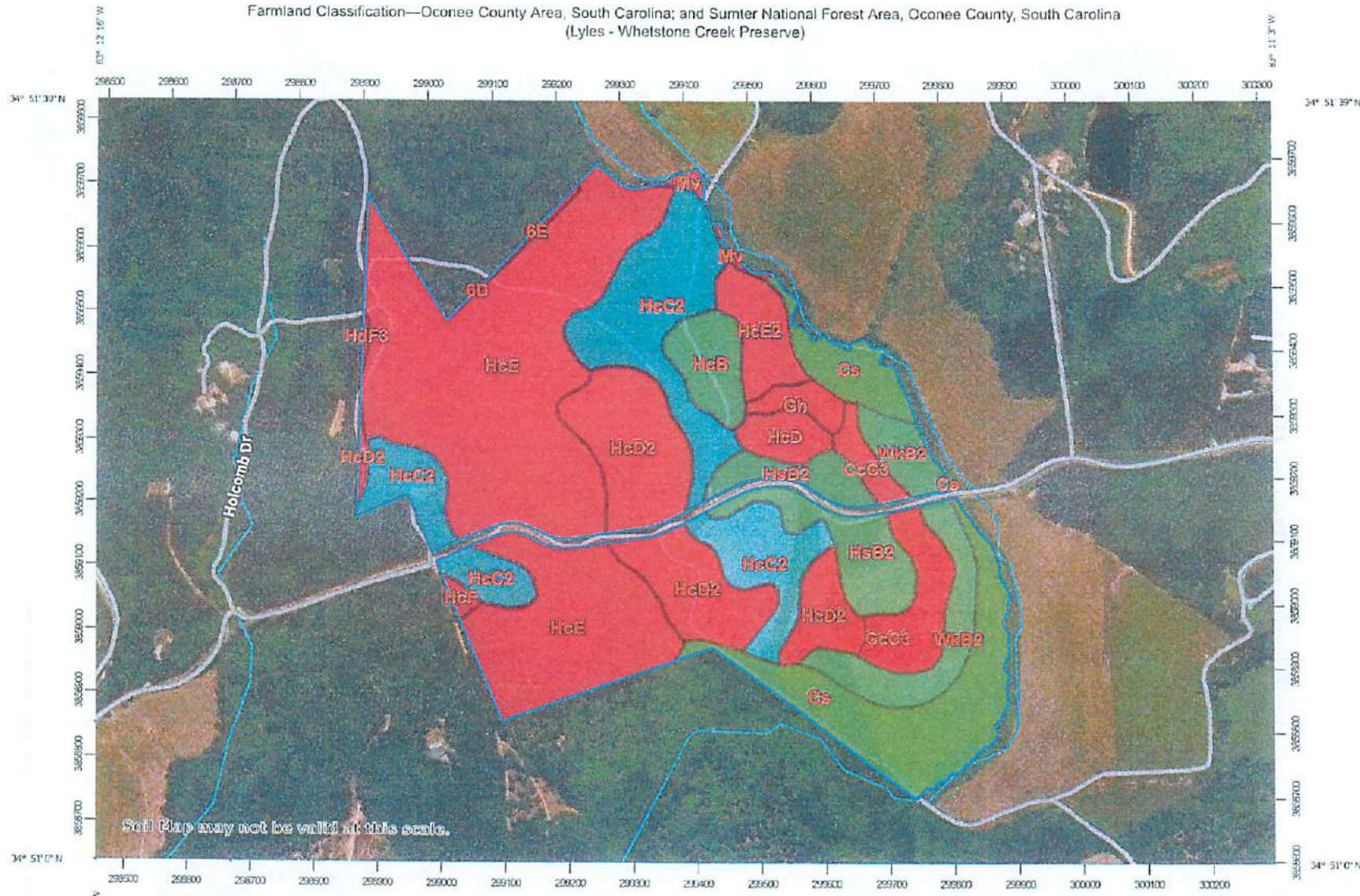


- | | |
|-------------------------------------|-----------------------------|
| ▽ Macroinvertebrate Stations | ⚡ Interstates |
| ▽ Water Quality Monitoring Stations | ⚡ Railroad Lines |
| ▽ Approved TMDL | ⚡ Highways |
| ▲ Groundwater Monitoring Stations | ⚡ County Lines |
| ▽ Special Study Stations | ⚡ Modeled Stream |
| ⚡ Mines | ⚡ Stream |
| 🗑 Landfills | 🌿 Wetland |
| ● NPDES Permits | 🌊 Lake |
| ♦ Land Application Permits | 📦 10-Digit Hydrologic Units |
| 🏊 Natural Swimming Areas | 🏙 Cities/Towns |
| | 🏞 Public Lands |

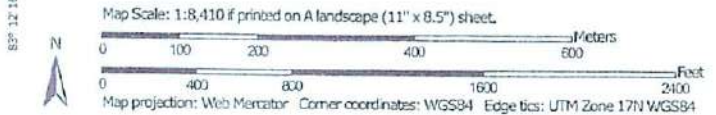
0 1.25 2.5 5 Miles



Farmland Classification—Oconee County Area, South Carolina; and Sumter National Forest Area, Oconee County, South Carolina
(Lyles - Whetstone Creek Preserve)






























































Soil Map may not be valid at this scale.



Farmland Classification—Oconee County Area, South Carolina; and Sumter National Forest Area, Oconee County, South Carolina
(Lyles - Whetstone Creek Preserve)



Farmland Classification—Oconee County Area, South Carolina; and Sumter National Forest Area, Oconee County, South Carolina
(Lyles - Whetstone Creek Preserve)

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season		Not rated or not available		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Soil Rating Points		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if thawed			Not prime farmland	
	Farmland of statewide importance, if drained		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of local importance			All areas are prime farmland	
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated		Farmland of local importance, if irrigated			Prime farmland if drained	
	Farmland of statewide importance, if irrigated							Prime farmland if protected from flooding or not frequently flooded during the growing season	
								Prime farmland if irrigated	
								Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season	
								Prime farmland if irrigated and drained	
								Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season	

Farmland Classification—Oconee County Area, South Carolina; and Sumter National Forest Area, Oconee County, South Carolina
(Lyles - Whelstone Creek Preserve)

<input type="checkbox"/> Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season	<input checked="" type="checkbox"/> Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium	<input checked="" type="checkbox"/> Farmland of unique importance <input type="checkbox"/> Not rated or not available	The soil surveys that comprise your AOI were mapped at scales ranging from 1:20,000 to 1:24,000.
<input checked="" type="checkbox"/> Farmland of statewide importance, if irrigated and drained	<input type="checkbox"/> Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season	Water Features Streams and Canals	Warning: Soil Map may not be valid at this scale. Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.
<input checked="" type="checkbox"/> Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season	<input checked="" type="checkbox"/> Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season	Transportation <input checked="" type="checkbox"/> Rails <input type="checkbox"/> Interstate Highways US Routes Major Roads Local Roads	Please rely on the bar scale on each map sheet for map measurements.
<input type="checkbox"/> Farmland of statewide importance, if subsided, completely removing the root inhibiting soil layer	<input type="checkbox"/> Farmland of statewide importance, if warm enough	Background <input checked="" type="checkbox"/> Aerial Photography	Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)
<input type="checkbox"/> Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60	<input type="checkbox"/> Farmland of statewide importance, if thawed		Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.
	<input checked="" type="checkbox"/> Farmland of local importance		This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.
	<input checked="" type="checkbox"/> Farmland of local importance, if irrigated		Soil Survey Area: Oconee County Area, South Carolina Survey Area Data: Version 18, Sep 15, 2018
			Soil Survey Area: Sumter National Forest Area, Oconee County, South Carolina Survey Area Data: Version 14, Sep 15, 2018
			Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.
			Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.
			Date(s) aerial images were photographed: Jun 7, 2016—Mar 15, 2017
			The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CcC3	Cecil clay loam, 6 to 10 percent slopes, severely eroded	Not prime farmland	6.8	4.5%
Cs	Congaree silt loam	Prime farmland if protected from flooding or not frequently flooded during the growing season	16.7	11.2%
Gh	Gullied land, hilly	Not prime farmland	1.6	1.1%
HcB	Hayesville and Cecil fine sandy loams, 2 to 6 percent slopes	All areas are prime farmland	4.0	2.6%
HcC2	Hayesville and Cecil fine sandy loams, 6 to 10 percent slopes, eroded	Farmland of statewide importance	24.5	16.3%
HcD	Hayesville and Cecil fine sandy loams, 10 to 15 percent slopes	Not prime farmland	2.4	1.6%
HcD2	Hayesville and Cecil fine sandy loams, 10 to 15 percent slopes, eroded	Not prime farmland	18.9	12.6%
HcE	Hayesville and Cecil fine sandy loams, 15 to 25 percent slopes	Not prime farmland	52.0	34.7%
HcE2	Hayesville and Cecil fine sandy loams, 15 to 25 percent slopes, eroded	Not prime farmland	4.2	2.8%
HcF	Hayesville and Cecil fine sandy loams, 25 to 45 percent slopes	Not prime farmland	0.5	0.3%
HdF3	Hayesville and Cecil loams, 15 to 45 percent slopes, severely eroded	Not prime farmland	0.2	0.1%
HsB2	Hilwassee sandy loam, 2 to 6 percent slopes, eroded	All areas are prime farmland	8.7	5.8%
Mv	Riverview-Chewacla complex, 0 to 2 percent slopes, frequently flooded	Not prime farmland	0.6	0.4%
WkB2	Wickham sandy loam, 2 to 6 percent slopes, eroded	All areas are prime farmland	8.7	5.8%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Subtotals for Soil Survey Area			149.7	99.8%
Totals for Area of Interest			150.0	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
6D	Evard fine sandy loam, 15 to 25 percent slopes	Not prime farmland	0.0	0.0%
6E	Evard fine sandy loam, 25 to 50 percent slopes	Not prime farmland	0.3	0.2%
Subtotals for Soil Survey Area			0.3	0.2%
Totals for Area of Interest			150.0	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Oconee County, South Carolina



Local office

South Carolina Ecological Services

☎ (843) 727-4707

📠 (843) 727-4218

176 Croghan Spur Road, Suite 200
Charleston, SC 29407-7558

<http://www.fws.gov/charleston/>

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act requires Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME

STATUS

Northern Long-eared Bat *Myotis septentrionalis* Threatened
 No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/9045>

Flowering Plants

NAME	STATUS
Persistent Trillium <i>Trillium persistens</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/3583	Endangered
Small Whorled Pogonia <i>Isotria medeoloides</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1890	Threatened
Smooth Coneflower <i>Echinacea laevigata</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/3473	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/>

[conservation-measures.php](#)

- Nationwide conservation measures for birds

<http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the [FAQ below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

Prairie Warbler *Dendroica discolor*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Jul 31

Red-headed Woodpecker *Melanerpes erythrocephalus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Sep 10

Wood Thrush *Hylocichla mustelina*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Aug 31

Yellow-bellied Sapsucker *sphyrapicus varius*

Breeds May 10 to Jul 15

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/8792>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

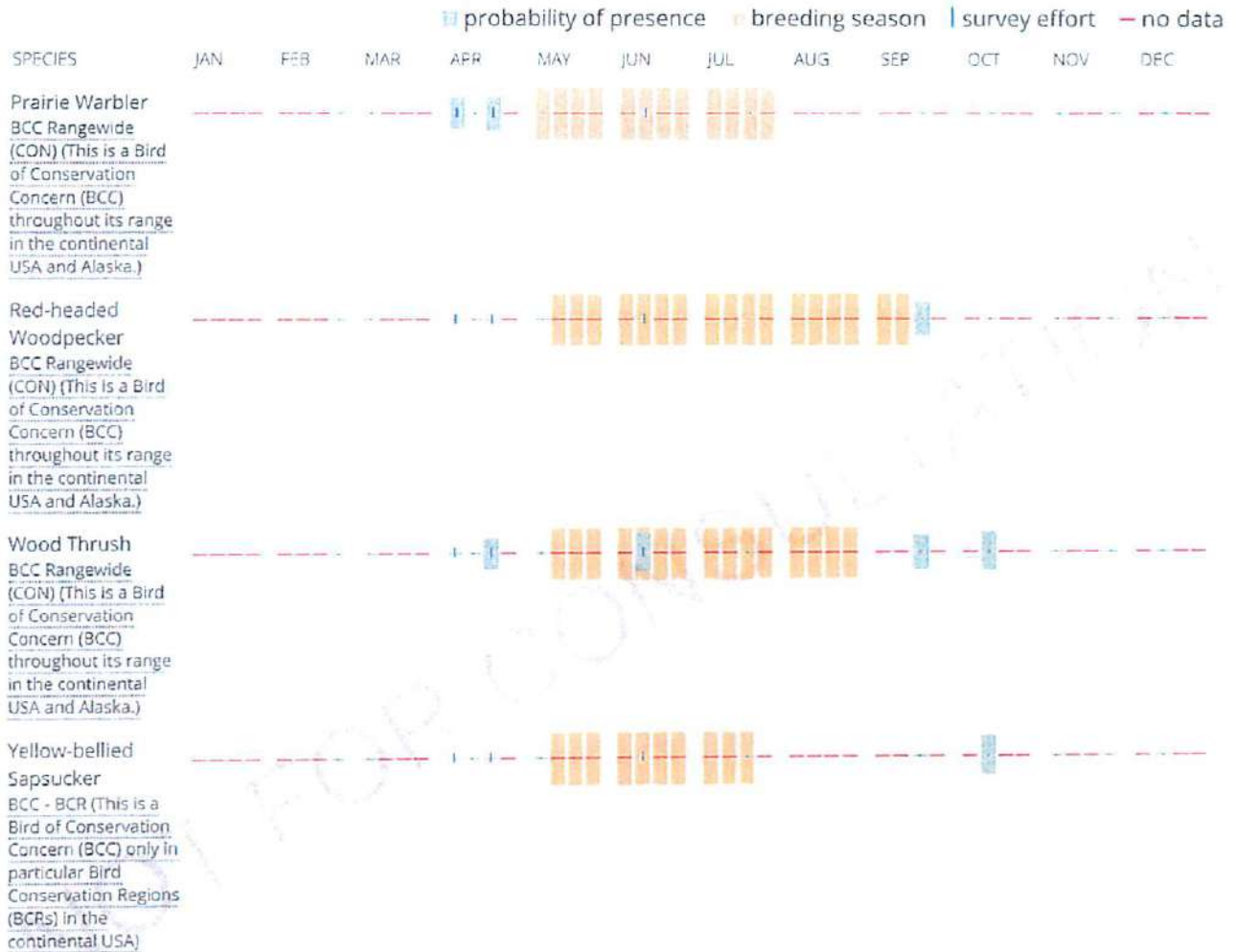
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [E-bird Explore Data Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER FORESTED/SHRUB WETLAND

[PSS1A](#)

FRESHWATER POND

[PUBHh](#)

RIVERINE

[R3UBH](#)

[R4SBC](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this

inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

① IRS Det. Lett-

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

DEPARTMENT OF THE TREASURY

Date: MAY 13 2003

UPSTATE FOREVER
PO BOX 2308
GREENVILLE, SC 29602-0000

Employer Identification Number:
57-1070433
DLN:
17053088824083
Contact Person:
GARY L BOTKINS ID# 31463
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
December 1998
Addendum Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 100/03



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196k miles - Used Condition
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Call (864)557-9355



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1 owner, AT, 79,900 miles.
White with tan leather,
4 door, **LOADED!**
New brakes & battery.
Reduced...\$3,395.
Call 864-653-7673
before 11 p.m.

Classifieds Work

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LEGAL NOTICES

LEGALS

NOTICE

THE OCONEE CONSERVATION Bank Board meetings scheduled for 9am on August 13, 2019 & October 8, 2019 have been CANCELLED and RESCHEDULED to add the following dates: August 27, 2019, September 17, 2019, November 19, 2019, December 10, 2019, & February 11, 2020.

All meetings begin at 9am in Council Chambers located at 415 South Pine Street, Walhalla, SC 29691.

NOTICE

THE OCONEE COUNTY Law Enforcement, Public Safety, Health & Welfare Committee meeting scheduled for 4pm, Tuesday, June 18, 2019 has been CANCELLED.

Your Future Car Awaits



Find It In
The Classifieds

RENTALS & More

Harris Place, Pendleton	2BR/2.5BA Fireplace, Townhouse	\$1900
Cedarwood, Clemson	2BR/2BA Pets Considered	\$650 to \$725
Harts Cove	3BR/3BA Condo Price Negotiable	\$1,200
Chadsforth Commons, Clemson	2BR/2.5BA Townhouse, Pool	\$1,000
Harts Cove	4BR/4BA Price Negotiable	\$1,600
Lindsay Road, Clemson	2BR/1BA On-site Laundry, Pets OK	\$510
Charleston Avenue, Clemson	3BR/2BA Basic Cable & Internet Included	\$850
Village Green, Clemson	2BR/1.5BA W&D Included, Close to Campus	\$600-\$825
105 Fern Circle	3BR/2BA, House	\$1,225
Simine Street, Seneca	1BR/1BA, House	\$525
Refuge Road, Pendleton	2BR/1BA, House	\$650
Calhoun Street, Clemson	2BR/1.5BA, Townhouse, W&D, Water Included	\$650
Boggs Street, Clemson	2BR/1.5BA, Townhouse, W&D Included	\$975
Harts Cove, Seneca	3BR/3BA, Internet & Cable Incl, Shuttle to campus	\$1,200
College Heights Blvd, Clemson	2BR/1.5BA, Townhouse	\$850
Woodhaven Dr, Pendleton	3BR/2.5 House	\$985
Refuge Rd, Pendleton	2BR/1BA House	\$650

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Robin Valdez, Prop. Mgr.
Debra Boggs, Prop. Mgr.

www.clemsonrentals.com

Laverne Foster, Prop. Mgr.

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Logs Installatio

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Gas Appliances Inst

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Service Finder

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

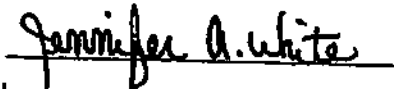
IN RE: THE OCONEE COUNTY CONSERVATION BANK BOARD MEETINGS SCHEDULED FOR AUGUST 13, 2019 & OCTOBER 8, 2019 HAVE BEEN CANCELLED AND RESCHEDULED TO ADD DATES

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 06/18/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

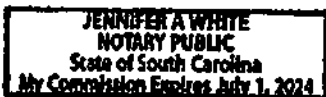


Hal Welch
General Manager

Subscribed and sworn to before me this
06/18/2019



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires February 13, 2028



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2019-15**

**A PROCLAMATION RECOGNIZING THE 9 AND UNDER AND
THE 12 AND UNDER WESTMINSTER RECREATION ALL-STAR
VOLLEYBALL TEAMS FOR WINNING THE SOUTH CAROLINA
ATHLETIC PROGRAM STATE CHAMPIONSHIP.**

WHEREAS, the Oconee County Council (the “Council”) wishes to encourage involvement in sports and other recreational activities within the County; and

WHEREAS, the hard work, commitment, and exceptional sportsmanship displayed by the 9 and under and the 12 and under Westminster Recreation All-Star Volleyball teams has enabled these athletes to win the South Carolina Athletic Program State Championship; and

WHEREAS, Council recognizes the local, state, and regional attention brought to the Oconee County community as a result of this achievement.

NOW, THEREFORE, we, the Oconee County Council, extend our congratulations to the athletes and coaches of the 9 and under and the 12 and under Westminster Recreation All-Star Volleyball teams for their outstanding performance in the 2019 South Carolina Athletic Program State Championship.

APPROVED AND PROCLAIMED in meeting, duly assembled, this _____ day of December, 2019.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2019-16**

**A PROCLAMATION RECOGNIZING OCONEE COUNTY EMERGENCY
SERVICES FIRE CHIEF CHARLES V. KING**

WHEREAS, Charles “Charlie” V. King began his career with Oconee County Emergency Services, as Fire Chief, on December 13, 2011; and,

WHEREAS, Chief King worked with Administration and local fire and rescue leadership to unite fourteen rural fire departments, five municipal fire departments, and one special tax district fire department under Oconee County Emergency Services; and,

WHEREAS, Chief King incorporated “One County, One Mission!” whereby county-wide procedures were established for consistent practices and improved services to citizens and residents; and,

WHEREAS, Chief King assisted local fire departments through guidance, leadership, training and logistic support. His knowledge and hard work made him an extremely valuable resource and a shining example of public service within the community; and,

WHEREAS, Chief King represented Oconee County Emergency Services on the local, state and federal levels and performed his duties in a manner which reflected great credit upon himself and Oconee County government; and,

WHEREAS, Chief King served with devotion and commitment, dedicating countless hours to the health and safety of the citizens, residents and visitors in Oconee County and the State of South Carolina; and,

WHEREAS, Chief King has accepted a position as the Executive Director of the South Carolina Firefighters’ Association where he may continue to support firefighters across the State.

NOW, THEREFORE, we, the County Council, do hereby recognize and express sincere gratitude to Chief King for eight years of outstanding service, dedication and commitment to Oconee County and wish him the best of luck in his future endeavors.

APPROVED AND ADOPTED this 17th day of December, 2019.

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis, III, Chairman of County Council

ATTEST:

Katie D. Smith, Clerk to County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2019-23**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 and Title 12, Chapter 37 (jointly hereinafter the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute an infrastructure tax credit agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Technology Solutions of SC Inc., a company duly incorporated under the laws of the State of South Carolina (the "Company"), has requested the County to participate in executing an Infrastructure Tax Credit Agreement (the "ITC Agreement") for the purpose of assisting the Company in acquiring and expanding, by construction and purchase, certain machinery, apparati, and equipment, for the purpose of providing information technology services for which the minimum level of new taxable investment will be not less than Five Hundred Thousand Dollars (\$500,000) in new qualifying taxable investment in the County, beginning with investments made on and after January 1, 2019; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project and of infrastructure within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County Council has determined to enter into and execute the ITC Agreement and to that end and will by this County Council Ordinance, authorize an ITC Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the ITC Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax for the Project in the Park (defined herein); and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the site at which the Project is to be constructed or equipped, is located in a multi-county industrial/business park established November 18, 2013 between the County and Pickens County and previously consented to by the City of Seneca (the "MCIP" or the "Park") under and pursuant to the provisions of the Act; and

WHEREAS, the County is authorized by the provisions of the Act to provide an infrastructure tax credit (the "Infrastructure Tax Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County does hereby agree, to provide an Infrastructure Tax Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of such payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) consecutive years of fee in lieu of tax payments for the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty) on or before January 15, 2020 and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point.

WHEREAS, the County desires to assure that the Infrastructure Credit is repaid to the County should the Company fail to timely make the investment required herein.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to develop a facility and infrastructure in the State, and acquire by acquisition or construction and various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of the development or expansion of a facility for the provision of information technology services, the execution and delivery of an ITC Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(c) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, infrastructure, and addition to the tax base of the County, are proper governmental and public purposes;

(d) The inducement of the location and continued expansion of the Company within the County and State is of paramount importance; and,

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

Section 3. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Thirty percent (30%) of the Fee Payments from the Project in the Park pursuant to the Park Agreement, beginning with the Fee Payment due (without penalty) not later than January 15, 2020.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Tax Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

Section 4. The form, terms and provisions of the ITC Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the

ITC Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the ITC Agreement in the name and on behalf of the County, and thereupon to cause the ITC Agreement to be delivered to the Company. The ITC Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of ITC Agreement now before this meeting.

Section 5. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the ITC Agreement and the performance of all obligations of the County under and pursuant to the ITC Agreement and this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 17th day of December 2019

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading:	November 19, 2019
Second Reading:	December 3, 2019
Public Hearing:	December 17, 2019
Third Reading:	December 17, 2019

INFRASTRUCTURE CREDIT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

TECHNOLOGY SOLUTIONS OF SC INC.
a South Carolina corporation

Dated as of December 1, 2019

TABLE OF CONTENTS

	Page
ARTICLE I	
1.01. Definitions.....	2
ARTICLE II	
2.01. Representations by the County.....	4
2.02. Representations by the Company.....	5
2.03. Covenants of County.....	6
ARTICLE III	
3.01. Payment of Costs of Infrastructure.....	6
3.02. Completion of Infrastructure.....	6
3.03. Infrastructure Tax Credits	7
ARTICLE IV	
4.01. Documents to be Provided by County.....	8
4.02. Transfers of Project.....	8
4.03. Assignment by County.....	8
ARTICLE V	
5.01. Creation of Security Interest.....	8
5.02. Indebtedness Secured.....	8
ARTICLE VI	
6.01. Events of Default.....	9
6.02. Legal Proceedings by Company.....	9
6.03. Remedies of the County.....	9
6.04. Remedies Not Exclusive.....	9
6.05. Nonwaiver.....	9
ARTICLE VII	
7.01. Successors and Assigns.....	10
7.02. Provisions of Agreement for Sole Benefit of County and Company	10
7.03. Severability.....	10
7.04. No Liability for Personnel of County or Company.....	10
7.05. Notices.....	10
7.06. Applicable Law.....	11
7.07. Counterparts.....	11
7.08. Amendments.....	11
7.09. Waiver.....	11

SIGNATURES AND SEALS

EXHIBITS A & B

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of December 1, 2019 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and TECHNOLOGY SOLUTIONS OF SC INC., a company incorporated and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the purpose of the providing information technology services in order to enhance the economic development of the County and the City of Seneca; and

WHEREAS, in accordance with the provisions of an Ordinance dated December 17, 2019, between the Company and the County, the Company has determined that it intends to expand its manufacturing and/or office buildings, including machinery and equipment, on the tract of land (the "Land") described on the attached Exhibit A (those improvements to the Land, including such personal property as may be located thereon, which are made subsequent to January 1, 2019 are hereinafter collectively referred to as the "Project"), for the purposes described in the preceding paragraph, which Project will involve an investment of not less than \$500,000 in new (investments made on or after January 1, 2019) qualifying taxable investment in the County, all by not later than December 31, 2023. Should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new (on or after January 1, 2019) qualifying taxable investment in the County on or before December 31, 2023, the Infrastructure Credit provided shall be terminated and any amounts already received by the Company shall repaid to the County by the Company on or before March 31, 2024; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County has (i) included the Project site in the Park with Pickens County, and is providing herein an infrastructure credit against payments in lieu of taxes attributable to the Project in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park for five (5) consecutive years of fee in lieu of tax payments attributable to the Project pursuant to the Park Agreement. No Infrastructure Credit will be due to the Company for fee in lieu of tax payments attributable to property in the Park due on or before January 15, 2019.

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Oconee County (the "Oconee Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on December 17, 2019, following a public hearing held on December 17, 2019, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"*Act*" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"*Agreement*" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"*Authorized Company Representative*" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President.

"*Authorized County Representative*" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its Chairman of County Council and the Clerk to County Council.

"*Company*" shall mean Technology Solutions of SC Inc., its successors and assigns.

"*Cost*" or "*Cost of the Infrastructure*" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement, but on or after January 1, 2019, in any event: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds

and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

"Infrastructure Credit" shall mean the credit against the Company's fee in lieu of tax payments attributable to the Project, to reimburse the Company for some of the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

"Oconee Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Pickens County.

"Ordinance" shall mean the ordinance enacted by the County Council on December 17, 2019 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Pickens County, South Carolina, initially dated November 18, 2013 and as amended or supplemented from time to time.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Premises" shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions

contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a South Carolina company, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County and in the State of South Carolina.

(e) The Company collectively invested in excess of \$1,000,000 in new taxable investment in property within the Park prior to December 31, 2018, and will invest an additional Five Hundred Thousand Dollars in new investment in the "Project" (as defined above), commencing on or after January 1, 2019 (\$500,000), all prior to December 31, 2023, or will lose the benefits of this Agreement. Should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new investment, commencing on or after January 1, 2019 and being completed on or before December 31, 2023, the Infrastructure Credit provided shall terminate and any credits already taken by the Company hereunder shall be repaid to the County by the Company on or before March 31, 2024. In order to verify the date(s) of new investment made in the Project, in order to qualify hereunder, the Company shall make available to qualified County personnel such books and records of the Company, including, without limitation, pertinent property tax returns of the Company, as are necessary and appropriate to identify that such new investment(s) have been made at appropriate times to qualify for the credits hereunder, including, without limitation, to prove that the Infrastructure Credits hereunder never exceed, at any point in time, Company expenditures of new, qualifying investment, on infrastructure for the Project.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

INFRASTRUCTURE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$500,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Infrastructure Tax Credits.

(a) Commencing with the payment of the fee in lieu of tax payments attributable to the Project finally due from the Company to Oconee County on January 15, 2021 and continuing for a period of four (4) years thereafter (for a total of five (5) payment periods), the County hereby promises to and does hereby provide to the Company a credit equal to 30% of the Oconee Fee Payments attributable to the Project. The Infrastructure Credit shall be taken as an offset against the Oconee Fee Payments in each of the years due. The Company is therefore entitled to make a payment to the County, and the County will accept such payment for a period of five) 5 years, equal to 70% of the Oconee Fee Payment attributable to the Project, which would be due in the absence of this Agreement.

THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE OCONEE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS. Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken, all as substantiated by the Company records noted in Section 2.02(e), hereof.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the amount of and use of the Oconee Fee Payments attributable to the Project. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of such Oconee Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Infrastructure Credit hereunder to any other Person.

ARTICLE V SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Oconee Fee Payments attributable to the Project, for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Infrastructure Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement or should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new investment, commencing on or after January 1, 2019 and being completed on or before December 31, 2023 or comply with applicable law, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit at law to enforce the contractual agreement contained herein,

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to seek repayment of credits already taken by the Company and take such other action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Technology Solutions of SC Inc. has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Julian Davis, III, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

TECHNOLOGY SOLUTIONS OF SC INC.

By: _____
Richard K. Ellison
Its: President

EXHIBIT A
LAND DESCRIPTION

Technology Solutions of SC Inc.
301 US Bypass 123
Seneca, SC 29678
Town of Seneca, Oconee County South Carolina

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Seneca Township, containing 1.10 acres, more or less as shown and more fully described on a plat thereof prepared by Michael L. Henderson PS #6946 of Cornerstone of Seneca, Inc. dated September 3, 2001 and recorded September 10, 2001 in Plat Book A836 at page 9, records of Oconee County, South Carolina.

TMS No. 520-13-02-003

This property was conveyed to RDSC, LLC by Falcon 2003-1 Seneca 818020 LLC by deed dated May 15, 2012 and recorded in Deed Book 1898 at page 204 on May 18, 2012 in the Register of Deeds Office Oconee County, SC.

See new plat prepared by Gregory Blake Sosebee, dated April 10, 2012 and recorded in Plat Book B405, page 6.

**EXHIBIT B
INFRASTRUCTURE**

Such real estate (as described in Exhibit A, hereto), buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-24**

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO ADDENDA FOR LEASE AGREEMENTS TO WHICH THE COUNTY IS A PARTY, PROVIDING FOR ALTERNATE COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County is the owner of numerous parcels of real property, both improved and unimproved, that it leases to other parties pursuant to certain lease agreements (the “Leases”); and

WHEREAS, the Leases span various periods of time and impose varied insurance requirements on lessees, particularly as to comprehensive general liability policy requirements; and

WHEREAS, in order harmonize comprehensive general liability insurance requirements contained within the Leases and to account for changes in the insurance market (including the availability of policies, policy premiums, and definitions of covered occurrences or events), Council desires to grant the County Administrator the authority to execute and deliver addenda to the Leases, when appropriate in the Administrator’s discretion and on advice of the County Attorney, which will allow for modified comprehensive general liability insurance policy requirements, including minimum coverage amounts, provided such coverage amounts are not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

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

Section 1. Authority Granted. The County Administrator is hereby authorized to execute and deliver addenda to the Leases providing for modified comprehensive general liability insurance requirements, including minimum coverage amounts, provided such coverage amounts are not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments on behalf of the County as may be necessary to give effect to the authority granted in Section 1, above.

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

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

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

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

ATTEST:

Clerk to Oconee County Council
Katie Smith

Julian Davis, III
Chair, Oconee County Council

First Reading: November 19, 2019
Second Reading: December 3, 2019
Third Reading: December 17, 2019
Public Hearing: December 17, 2019

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-25**

AN ORDINANCE AMENDING CHAPTER 30, ARTICLE III, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN RELATION TO THE LOCAL ACCOMMODATIONS TAX, IN ORDER TO CLARIFY THE APPLICABILITY OF CERTAIN EXEMPTIONS AND COLLECTION STANDARDS, AS WELL AS RECORD INSPECTIONS, PENALTIES, AND OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, the County has adopted and amended an ordinance implementing a “Local Accommodations Tax,” as authorized by South Carolina Code of Laws Section 6-1-500, *et seq.*, which has been codified in Chapter 30, Article III, of the Code of Ordinances; and

WHEREAS, Council recognizes that there is a need to amend Chapter 30, Article III, of the Code of Ordinances, in relation to the Local Accommodations Tax, in order to clarify the applicability of certain exemptions and collection standards, as well as record inspections, penalties, and other matters related thereto; and

WHEREAS, Council has therefore determined to modify certain provisions of Chapter 30 of the Code of Ordinances, in the form attached hereto as Exhibit A, and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Chapter 30 of the Code of Ordinances is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Chapter 30 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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

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

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2020.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: December 17, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Exhibit A

(Attached)

Exhibit B
(Attached)

2019-25 Exhibit A

ARTICLE III. - ACCOMMODATIONS TAX

DIVISION 1. - GENERALLY

Sec. 30-81. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accommodations is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist comp, motel, campground, residence, or any other place in which rooms, lodgings, or sleeping accommodations are furnished to transients for consideration within the county.

County of Oconee and Oconee County means the county and all of the properties within the geographical boundaries of the county.

Local accommodations tax means a tax on the gross proceeds derived from the rental or charges for accommodations furnished to transients and which is imposed on every person engaged or continuing, within the jurisdiction of the imposing local governmental body, in the business of furnishing accommodations to transients for consideration.

This tax does not apply where a facility consists of less than six sleeping rooms, contained on the same premises, which is used as the place of abode of the individual or entity that is furnishing the accommodation. For this exception to apply, the facility must serve as the owner's or operator's place of abode during the same times at which the remaining sleeping rooms are rented to transients, and the rooms must not be rented to transients by a person or entity other than the owner or operator using the facility as his or her place of abode.

The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients for purposes of this article.

Positive majority means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the day of the final vote on the imposition is required.

Sec. 30-82. - Imposed rates.

A uniform tax equal to three (3%) percent is hereby imposed on the gross proceeds derived from the rental of any accommodation within the county. Within the boundaries of a

municipality, the local accommodations tax shall be one and one-half (1.5%) percent unless the municipality, by resolution, consents to a three percent county accommodations tax.

Sec. 30-83. - Payment of tax.

- (a) Payment of the local accommodations tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The county shall promulgate a form of return which shall be utilized by the provider of services to calculate the amount of local accommodation taxes collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of services.
- (b) The taxes provided for in this article must be remitted to the county on a monthly basis when the estimated amount of average tax is more than \$50.00 dollars a month; on quarterly basis when the estimated amount of average tax is \$25.00 dollars to \$50.00 dollars a month; and on an annual basis when the estimated amount of average tax is less than \$25.00 dollars a month.
- (c) The provider of services shall remit the local accommodations tax, when due, to the county by the 20th day of the month, or on the next business day if the 20th is not a business day.

Sec. 30-84. - Special revenue fund.

An interest-bearing, segregated and restricted account to be known as the "County of Oconee Local Accommodations Tax Special Revenue Fund" is hereby established. All revenues received from the local accommodations tax shall be deposited into this fund. The principal and any accrued interest in this fund shall be expended only as permitted by this article.

Sec. 30-85. - Distribution of funds.

The county council shall distribute the local accommodations tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" for tourism-related capital projects and the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected, including being pledged as security for indebtedness issued by the county for public purposes. Recommendations may be made through the parks, recreation, and tourism commission for the expenditure of these funds. It shall be the responsibility of the county council to ensure that any and all money expended from the "County of Oconee Local Accommodations Tax Special Revenue Fund" be distributed in accordance with South Carolina Code of Laws section 6-1-530 for the following purposes:

- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums.
- (2) Tourism-related cultural, recreational, or historical facilities.
- (3) Beach access, renourishment, or other tourism-related lands and water access.
- (4) Highways, roads, streets, and bridges providing access to tourism destinations.
- (5) Advertisements and promotion related to tourism development.

- (6) Water and sewer infrastructure to serve tourism-related demand.
- (7) Operation and maintenance costs related to the foregoing, to the extent permitted by law.

All expenditures must be approved by the county council.

Sec. 30-86. - Inspections; audits and administration.

For the purpose of enforcing the provisions of this article, a code enforcement officer or other authorized agent of the county, as designated by the County Administrator, is empowered to enter upon the premises of any person subject to this article and to make inspections, and examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours written notice. In the event that an audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount of tax determined to be due. The code enforcement officer or other agent may make systematic inspections of all service providers which are governed by this article within the county to ensure compliance with this article. Records of inspections shall not be deemed public records.

Sec. 30-87. - Violations and penalties.

It shall be a violation of this article to:

- (1) Fail to collect the local accommodations tax in connection with the rental of any accommodations to transients;
- (2) Fail to remit to the county the local accommodations tax collected, pursuant to this article;
- (3) Knowingly provide false information on the form of return submitted to the county; or
- (4) Fail to provide books and records to the code enforcement officer for the purpose of an audit upon 24 hours written notice.

The penalty for violation of this article shall be five percent per month, charged on the original amount of the local accommodations tax due.

Additionally, a violation of this article subjects the offender to the general penalty provisions of Section 1-7 of the Oconee County Code of Ordinances, which may include fines for civil infractions and fines and/or imprisonment for criminal offenses.

2019-25 Exhibit B

ARTICLE III. - ACCOMMODATIONS TAX

DIVISION 1. - GENERALLY

Sec. 30-81. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accommodations is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist comp, motel, campground, residence, or any other place in which rooms, lodgings, or sleeping accommodations are furnished to transients for consideration within the county. ~~This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients.~~

County of Oconee and Oconee County means the county and all of the properties within the geographical boundaries of the county.

Local accommodations tax means a tax on the gross proceeds derived from the rental or charges for accommodations furnished to transients and which is imposed on every person engaged or continuing, within the jurisdiction of the imposing local governmental body, in the business of furnishing accommodations to transients for consideration.

This tax does not apply where a facility consists of less than six sleeping rooms, contained on the same premises, which is used as the place of abode of the individual or entity that is furnishing the accommodation. For this exception to apply, the facility must serve as the owner's or operator's place of abode during the same times at which the remaining sleeping rooms are rented to transients, and the rooms must not be rented to transients by a person or entity other than the owner or operator using the facility as his or her place of abode.

The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients for purposes of this article.

Positive majority means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the day of the final vote on the imposition is required.

Sec. 30-82. - Imposed rates.

A uniform tax equal to three (3%) percent is hereby imposed on the gross proceeds derived from the rental of any accommodation within the county. Within the boundaries of a municipality, the local accommodations tax shall be one and one-half (1.5%) percent unless the municipality, by resolution, consents to ~~the~~ three percent county accommodations tax.

Sec. 30-83. - Payment of tax.

- (a) Payment of the local accommodations tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The county shall promulgate a form of return which shall be utilized by the provider of services to calculate the amount of local accommodation taxes collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of services.
- (b) The taxes provided for in this article must be remitted to the county on a monthly basis when the estimated amount of average tax is more than \$50.00 dollars a month; on quarterly basis when the estimated amount of average tax is \$25.00 dollars to \$50.00 dollars a month; ~~and~~ on an annual basis when the estimated amount of average tax is less than \$25.00 dollars a month.
- (c) The provider of services shall remit the local accommodations tax, when due, to the county ~~on~~ by the 20th day of the month, or on the next business day if the 20th is not a business day.

Sec. 30-84. - Special revenue fund.

An interest-bearing, segregated and restricted account to be known as the "County of Oconee Local Accommodations Tax Special Revenue Fund" is hereby established. All revenues received from the local accommodations tax shall be deposited into this fund. The principal and any accrued interest in this fund shall be expended only as permitted by this article.

Sec. 30-85. - Distribution of funds.

The county council shall distribute the local accommodations tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" for tourism--related capital projects; and the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected, including being pledged as security for indebtedness issued by the county for public purposes. Recommendations may be made through the parks, recreation, and tourism commission; ~~as well as the arts and historical commission~~ for the expenditure of these funds. It shall be the responsibility of the county council to ensure that any and all money expended from the "County of Oconee Local Accommodations Tax Special Revenue Fund" be distributed in accordance with South Carolina Code of Laws section 6-1-530 for the following purposes:

- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums.
- (2) Tourism-related cultural, recreational, or historical facilities.

- (3) Beach access, renourishment, or other tourism-related lands and water access.
- (4) Highways, roads, streets, and bridges providing access to tourism destinations.
- (5) Advertisements and promotion ~~of Oeonee County and~~ related to tourism development.
- (6) Water and sewer infrastructure to serve tourism-related demand.
- (7) Operation and maintenance costs related to the foregoing, to the extent permitted by law.

~~The existing balance of the 25 percent local accommodations tax fund shall be distributed to the arts and historical commission and this balance, along with all future 25 percent local accommodations tax funds shall be distributed annually in grants to the arts and historical community. This will increase the ability of the grant recipient to provide for tourism, described in the above guidelines. All expenditures must be approved by county council.~~

~~The existing balance of 75 percent local accommodations tax fund, with exception of \$200,000.00 dollars to be set aside as "tourism project funds", shall be distributed to the parks, recreation, and tourism commission, and this balance, along with future 75 percent local accommodations tax funds shall be used for the promotion of the county and the parks recreation, and tourism department, as described in the above guidelines.~~

~~Each commission shall make recommendations as to the expenditure of their distributed funds to the county council.~~

All expenditures must be approved by the county council.

Sec. 30-86. - Inspections; audits and administration.

For the purpose of enforcing the provisions of this article, a code enforcement officer or other authorized agent of the county, as designated by the County Administrator, is empowered to enter upon the premises of any person subject to this article and to make inspections, and examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours written notice. In the event that an audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount of tax determined to be due. The code enforcement officer or other agent may make systematic inspections of all service providers which are governed by this article within the county to ensure compliance with this article. Records of inspections shall not be deemed public records.

Sec. 30-87. - Violations and penalties.

It shall be a violation of this article to:

- (1) Fail to collect the local accommodations tax in connection with the rental of any accommodations to transients;
- (2) Fail to remit to the county the local accommodations tax collected, pursuant to this article;
- (3) Knowingly provide false information on the form of return submitted to the county; or

- (4) Fail to provide books and records to the code enforcement officer for the purpose of an audit upon 24 hours written notice.

The penalty for violation of this article shall be five percent per month, charged on the original amount of the local accommodations tax due.

Additionally, a violation of this article subjects the offender to the general penalty provisions of Section 1-7 of the Oconee County Code of Ordinances, which may include fines for civil infractions and fines and/or imprisonment for criminal offenses.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-26**

**AN ORDINANCE TO AMEND SECTION 6-85 OF THE
OCONEE COUNTY CODE OF ORDINANCES, IN
RELATION TO THE MEMBERSHIP OF THE OCONEE
COUNTY BOARD OF BUILDING CODE APPEALS, AND
OTHER MATTERS RELATED THERETO.**

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

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

WHEREAS, the County has adopted and amended an ordinance establishing a County Board of Building Code Appeals (the “Board”), which it has codified at Section 6-85 of the Code of Ordinances; and

WHEREAS, Council recognizes that there is a need to amend Section 6-85 of the Code of Ordinances, in relation to the membership of the Board and other matters related thereto; and

WHEREAS, Council has therefore determined to modify Section 6-85 of the Code of Ordinances in the form attached hereto as Exhibit A, and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Section 6-85 of the Code of Ordinances is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Section 6-85 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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

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

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2020.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: December 17, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Exhibit A

(Attached)

Exhibit B
(Attached)

2019-26 Exhibit A

Sec. 6-85. - Appeals.

(a) *Appeals generally.*

- (1) Any person who is aggrieved by any determination or action made or taken by the building official or his designated representative may appeal the determination to the county board of building code appeals (the "board").
- (2) The appeal shall be in writing, shall clearly set forth the reasons therefor, and shall otherwise be in conformance with applicable portions of the regulatory codes referenced in section 6-40 of this Code. The board may establish forms for such appeals.

(b) *County board of building code appeals (the "board").*

- (1) The board shall consist of seven members appointed by county council ("council").
- (2) Council shall endeavor, but is not required, to appoint candidates as follows:
 - a. One architect.
 - b. One engineer.
 - c. Four persons who are either licensed contractors or residential builders.
 - d. One member of the construction materials industry.

The county building official shall serve as a non-voting, ex-officio member for matters arising under the state residential code.

- (3) Members of the board shall be selected at-large from individuals whose primary residence is located within the county; however, no more than three members may reside within any single county council district.
- (4) Interested candidates for the board shall complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council. Council is not required to select a member from the submitted questionnaires; members of council may directly solicit a candidate for appointment to the board. However, all potential candidates, whether those submitting questionnaires on their own or those solicited for appointment by members of council, must complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council before being appointed.
- (5) All appointments to the board will be made upon recommendation by a council member and an affirmative vote by council.
- (6) The length of the regular term served by each member shall be four years, beginning on January 1st of the year of appointment.
- (7) In the event the regular term of a member in good standing expires prior to reappointment or replacement by council, said member shall continue to serve until his or her replacement is appointed and qualified. The date of reappointment or replacement, however, in no way alters the scheduled length of the term.

- (8) A member who is absent from three consecutive meetings during any 12 month period without adequate excuse, such as documented illness, shall be reported by the chairperson of the board to council and is subject to replacement by council.
- (9) Any member may be removed or replaced at will by majority vote of council.
- (10) Failure of a member to recuse himself due to a conflict of interest is grounds for immediate removal by council.
- (11) Should any member of the board move or establish primary residence outside of Oconee County, such relocation shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.
- (12) Officers. The board shall organize itself, electing one of its members as chairman and one as vice-chairman, whose terms must each be for one year. The chairman and vice-chairman shall have the right to vote. The board may appoint a secretary, who may be a member of the board or an employee of the county. If the secretary is a member of the board, he shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.
- (13) Meetings. The board shall establish a meeting schedule during its first meeting of the calendar year. The board shall meet at least once per month.
- (14) Bylaws. In addition, the board shall duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the board for the orderly performance of its duties shall comply with all provisions of the general law of the state and of this section, and of all other ordinances of the county.
- (15) The board shall comply with the provisions of the state Freedom of Information Act and the requirements set forth in this Code and subsequent ordinances concerning freedom of information and the conduct of public meetings.

2019-26 Exhibit B

Sec. 6-85. - Appeals.

(a) *Appeals generally.*

- (1) Any person who is aggrieved by any determination or action made or taken by the building official or his designated representative may appeal the determination to the county board of building code appeals (the "board").
- (2) The appeal shall be in writing, shall clearly set forth the reasons therefor, and shall otherwise be in conformance with applicable portions of the regulatory codes referenced in section 6-40 of this Code. The board may establish forms for such appeals.

(b) *County board of building code appeals (the "board").*

- (1) The board shall consist of seven members appointed by county council ("council"); ~~with membership contingent upon documentation of professional experience and/or credentials, as appropriate.~~
- (2) ~~Council shall endeavor, but is not required, to appoint candidates as follows: The membership of the board of shall be constituted as follows:~~
 - a. One architect.
 - b. One engineer.
 - c. Four persons who are either licensed contractors or residential builders.
 - d. One member of the construction materials industry.

The county building official shall serve as a non-voting, ex-officio member for matters arising under the state residential code.

~~An active professional license shall not be required for membership by individuals having retired in good standing from one of the specified professions:~~

- (3) Members of the board shall be selected at-large from individuals whose primary residence is located within the county; however, no more than three members may reside within any single county council district.
- (4) Interested candidates for the board shall complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council. Council is not required to select a member from the submitted questionnaires; members of council may directly solicit a candidate for appointment to the board. However, all potential candidates, whether those submitting questionnaires on their own or those solicited for appointment by members of council, must complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council before being appointed.
- (5) All appointments to the board will be made upon recommendation by a council member and an affirmative vote by council.

- (6) The length of the regular term served by each member shall be four years, beginning on January 1st of the year of appointment. ~~For the purposes of implementing the standards of this section and thereby establishing a reappointment/replacement schedule of the membership of the board to staggered terms, the length of terms served by the initial appointees approved under the standards of this section shall be as follows:~~
- ~~Two persons from the membership category of licensed contractors or residential builders and one engineer shall each serve an initial term of two years; all other members shall serve an initial term of four years.~~
- ~~(7) Members may serve no more than two consecutive terms.~~
- (7) In the event the regular term of a member in good standing expires prior to reappointment or replacement by council, said member shall continue to serve until his or her replacement is appointed and qualified. The date of reappointment or replacement, however, in no way alters the scheduled length of the term.
- (8) A member who is absent from three consecutive meetings ~~during within~~ any 12 ~~calendar~~ month period without adequate excuse, such as documented illness, shall be reported by the chairperson of the board to council and is subject to replacement by council.
- (9) Any member may be removed or replaced at will by majority vote of council.
- (10) Failure of a member to recuse himself due to a conflict of interest is grounds for immediate removal by council.
- (11) Should any member of the board move or establish primary residence outside of Oconee County, such relocation shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.
- (12) Officers. The board shall organize itself, electing one of its members as chairman and one as vice-chairman, whose terms must each be for one year. The chairman and vice-chairman shall have the right to vote. The board may appoint a secretary, who may be a member of the board or an employee of the county. If the secretary is a member of the board, he shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.
- (13) Meetings. The board shall establish a meeting schedule during its first meeting of the calendar year. The board shall meet at least once per month.
- (14) Bylaws. In addition, the board shall duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the board for the orderly performance of its duties shall comply with all provisions of the general law of the state and of this section, and of all other ordinances of the county, ~~including but not limited to the Freedom of Information Act.~~
- (15) The board shall comply with the provisions of the state Freedom of Information Act ("~~FOIA~~") and the requirements set forth in this Code and subsequent ordinances concerning freedom of information and the conduct of public meetings.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-27**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JULIE IBRAHIM AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED ADJACENT TO HANGAR E, OCONEE COUNTY REGIONAL AIRPORT, 365 AIRPORT ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

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

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

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

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

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

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

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of

competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2020.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: December 17, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A
(Attached)
EXHIBIT A
(Attached)

EXHIBIT B
(Attached)

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2020 by and between Oconee County, South Carolina ("Lessor"), a body politic and corporate and political subdivision of the State of South Carolina, and Julie Ibrahim ("Lessee").

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

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

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

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

1. LEASE OF PREMISES. Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Lease Premises for a period of one (1) year commencing _____, 2020 and ending _____, 2021 (the "Lease Term"), unless sooner terminated as provided herein. Provided Lessee has not defaulted in relation to a provision of this Lease, the Lease Term shall automatically extend for successive one (1) year periods, up to a maximum of two such one year extensions. The Term shall not automatically extend, however, if either party gives at least sixty (60) days' written notice of its desire to terminate the Lease prior to the end of the then current one year term. Lessee shall use the Lease Premises only for general office purposes. The Lease Premises shall not be used as a commercial establishment of any type. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Lease Premises without hindrance by Lessor.

2. **AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST.** Lessee covenants to pay to "Oconee County" at 365 Airport Road Seneca, South Carolina, 29678, or such other place as Lessor shall designate in writing, as rent for the Lease Premises, the sum of Two Thousand, Seven Hundred and 00/100 (\$2,700.00) Dollars for each one year Lease Term. Such rent payment shall be delivered to Lessee in twelve (12) equal monthly installments of Two Hundred, Twenty-Five and 00/100 (\$225.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. **BREACH OR DEFAULT.** If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Lease Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.

4. **LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES.** Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Lease Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee, as provided for in this lease, Lessee shall be required to restore the Lease Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee will not commit any waste of or on the Lease Premises and will pay for all damages to land, buildings, or equipment caused by Lessee. Lessee shall not use or permit the use of the Lease Premises in violation of any local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Lease Premises.

5. **LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF.** Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Lease Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electrical, and plumbing systems without the written consent of Lessor.

6. **UTILITIES, TAXES, AND INSURANCE.** Lessor shall pay all charges for reasonable and customary use of water, gas, sewer, and electricity at the Lease Premises. Lessee shall be responsible for the payment of any taxes imposed on real or personal property situated on or at the Lease Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Lease Premises. Lessee shall provide a certificate of insurance for this general liability policy or policies upon Lessor's request. Further, Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or

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

7. **AS IS CONDITION OF THE LEASE PREMISES.** The Lease Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Lease Premises in general, or as to Lessee's contemplated use specifically.

8. **RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY.** Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Lease Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Lease Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

9. **OBSERVANCE OF LAWS.** Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Lease Premises.

10. **DAMAGE BY FIRE, ETC.** In the event the Lease Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.

11. **CONDEMNATION.** In the event that the Lease Premises shall be taken for public use by city, state, federal government, public authority, or other corporation having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use, or, at the option of Lessee, as of the date on which the Lease Premises shall become unsuitable for Lessee's regular business by reason of such taking; provided, however, that if only a part of the Lease Premises shall be so taken, such termination shall be at the option of Lessee only. If such a taking of only a part of the Lease Premises occurs, and Lessee elects not to terminate this Lease, there shall be a proportionate reduction of the rent to be paid under this Lease from and after the date such possession is taken for public use. Lessee shall have the right to participate, directly or indirectly, in any award for such public taking to the extent that it may have suffered compensable damage as a Lessee on account of such public taking.

12. **ASSIGNMENT.** Lessee may not assign this Lease or sub-let the Lease Premises, or any part thereof, for any use without the written consent of Lessor.

13. **LESSOR'S RIGHT TO ENTER LEASE PREMISES.** Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Lease Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes; provided, however,

that Lessor shall make commercially reasonable efforts to avoid interruption of Lessee's business in so doing.

14. NO WAIVER OF BREACH. Failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

15. EXECUTION OF OTHER INSTRUMENTS. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

16. ENTIRE AGREEMENT. This Lease constitutes all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Lease Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

17. SECTION HEADINGS. The section headings as to the contents of particular sections herein are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

18. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

19. NOTICES. It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County
 Attn: Amanda Brock, County Administrator
 415 S. Pine Street
 Walhalla, South Carolina 29691
 Contact Number: 864-638-4244

Lessee: Julie Ibrahim
 P.O. Box 1447
 Clemson, South Carolina 29633
 Contact Number: 864-934-0935

or to such other addresses as may be from time to time authorized by Lessor and Lessee respectively.

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

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

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

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

Julie Ibrahim

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 17, 2019

ITEM TITLE:

Title: Foothills Farmstead Main Farm House Reconstruction Department(s): Grants

Amount: \$79,500.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Finance Approval: *Sadale V Price*

Budget: **\$101,928**

Project Cost: **\$79,500**

Balance: **\$22,428**

BACKGROUND DESCRIPTION:

The Foothills Farmstead is a project with the goal of creating a living history farm to preserve the way of life in this region in the early 20th century, and to educate the public on this way of life. On November 20, 2018, Oconee County Council approved \$50,000 in matching funds to go along with the Foothills Farmstead's Undiscovered SC grant application to South Carolina Parks, Recreation and Tourism. On July 16, 2019, Council moved to not require the Foothills Farmstead to reimburse the \$50,000 in matching funds back to Oconee County. The Foothills Farmstead is located at 150 School House Road, Westminster, SC.

Old Oakway Architectural Salvage (OOAS) originally disassembled the farmstead home and numbered each portion and piece of the house. The numbering system used to label each piece was created by, and is unique to, OOAS. Since the house has been numbered and disassembled by OOAS, we believe they will be the best business to accurately and safely reconstruct the main farmhouse. It is very important that the house be reconstructed as accurately as possible, in order to preserve its original character, and by extension, its historic significance to this area. The house is currently being stored by OOAS in a warehouse, where the pieces are being kept dry and protected from the elements. OOAS also photographed the house before disassembly to keep an accurate record of how it looked in its previous setting. These photographs will be beneficial to the accurate reconstruction of the house in its new location at the Foothills Farmstead. There are no other businesses in the immediate area, which are dedicated to this type of work; the disassembly, safe storage, and reconstruction of local, historic buildings.

Old Oakway Architectural Salvage's knowledge of the project, along with the relevant documents / materials already in its possession, render it uniquely suited to provide the services requested.

SPECIAL CONSIDERATIONS OR CONCERNS:

1. For the reasons stated above, this is considered to be a Sole Source / No Substitute Purchase.

ATTACHMENT(S):

1. Proposal from Old Oakway Architectural Salvage
2. Sole Source Request from Madeline Compton, Grants Writer and Coordinator
3. Sole Source Determination Letter from Procurement Director

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the Sole Source Award for the reconstruction of the Foothills Farmstead house to Old Oakway Architectural Salvage in the amount of \$79,500.00

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

Approved for Submittal to Council: *Amanda F. Brock*
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.



13 November 2019

Quote for: The Foothills Farmstead (Main Farmhouse Rebuild)

<i>Item</i>	<i>Cost</i>	
Reconstruction of Farmhouse (minus foundation)	2 years of labor estimated	\$78,000
-framing	@\$9.375/hr,	
-siding	(app. 40 hr wk) with	
-roof	2 employees	
-interior (walls, ceilings & floors)		
Replacement Materials		\$ 1,500
-it is expected (based on deconstruction)		
to have minimal replacement materials		
ie. rough sawn lumber, siding, hand-planed boards		
	<i>Total</i>	<i>\$79,500</i>

158 Grant Road
Westminster, SC 29693
864.710.1568

Tronda Popham

From: Madeline Compton
Sent: Thursday, November 14, 2019 10:18 AM
To: Tronda Popham
Subject: Sole Source Procurement for the Foothills Farmstead

Good morning,

I would like to request that we (Oconee County) sole source the reconstruction of the main farmhouse for the Foothills Farmstead.

It is my recommendation that we enter into an agreement with Old Oakway Architectural Salvage for this reconstruction. They have already disassembled, and have been storing the house in preparation for the move to the Foothills Farmstead. The parts of the house are numbered according to their unique system. Because of this, I believe that they will be the best business to safely and accurately reconstruct the main farmhouse. They are also the only business in the immediate area which handles the disassembly, moving, and restoration of local, historic buildings.

Regards,

Madeline Compton
Grants Writer
Oconee County
415 S. Pine St. Walhalla
864.364.5194
Fx. 864.638.4246
mcompton@oconeesc.com

CONFIDENTIALITY NOTICE: *All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed, and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.*

If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

**Oconee County
Procurement Office**

Tronda C. Popham,
CPPB
Procurement Director

Oconee County Administrative
Offices
415 South Pine Street

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

November 14, 2019

TO: Amanda F. Brock, County Administrator

FROM: Tronda C. Popham, Procurement Director

RE: SOLE SOURCE DETERMINATION AWARD TO OLD
OAKWAY ARCHITECTRUAL SALVAGE (OOAS)

I have reviewed the documentation submitted for the above noted project. After reviewing the documentation presented, I feel this project meets all criteria for a sole source procurement.

Old Oakway Architectural Salvage originally disassembled the farmhouse photographing and numbering each section / piece of the house. OOAS removed the disassembled, numbered pieces from the original home site and stored them in a dry protected storage facility.

Old Oakway Architectural Salvages knowledge of the project and the numbering system used during disassembling of the structure render them uniquely suited to provide the services requested. Therefore, I am recommending that we award Old Oakway Architectural Salvage the reconstruction of the farmhouse in the amount of \$79,500.00

*Approved
Amanda F Brock
12.4.2019*



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 17, 2019

ITEM TITLE:

Procurement #: ITB 19-01 Title: Physicals for Firefighters Department(s): Emergency Services Amount: Not to exceed 54,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval: *Adale V Price*

Remaining Budget: \$66,963.00

Project Cost: \$54,000.00

Balance: \$12,963.00

BACKGROUND DESCRIPTION:

Oconee County Fire and Emergency Services has approximately 300 personnel for 14 volunteer fire stations, one Haz-Mat station, and nine rescue stations, including rescue divers and emergency first responders. OSHA guidelines mandate that any personnel who fight fire and/or wear an air pack or bunker gear, and can pass a qualified face fit test, must have an annual physical provided by their employer. This bid requested blood testing, thorough stress and cardio testing, and physical exams that would be administered within Oconee County.

On November 19, 2019, formal sealed bids were opened for Physicals for Firefighters. Eight medical practices were originally notified of this bid opportunity. Two companies submitted bids, Upstate Medical Associates, P.A., of Seneca, SC and North Greenville Fitness, of Travelers Rest, SC.

Upstate Medical Associates is a brick and mortar service location in Seneca, SC and North Greenville fitness provides the required physicals at our location(s) via mobile units. In order to provide options and flexible schedules for our staff and volunteers, staff is requesting the award be made to both vendors. We are requesting approval for a not-to-exceed amount which will not exceed the approved budget(s) for physicals.

The awarded amount requested is not to exceed \$54,000.00 for firefighter physicals in FY 19-20, which is the remaining amount from the \$65,000.00 approved in the 2019-2020 County Council approved budget for this expenditure.

SPECIAL CONSIDERATIONS:

The departmental staff of Emergency Services requests to award ITB 19-01 Physicals for Firefighters to both vendors. This would allow staff and volunteer firefighters a choice of the location of physical and would provide more options in terms of scheduling.

ATTACHMENT(S):

1. Cost Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve:

- (1) Award of ITB #19-01, Physicals for Firefighters, to Upstate Medical Associates, P.A., of Seneca, SC, and North Greenville Fitness, of Travelers Rest, SC, for a combined not-to-exceed amount of \$54,000.00, for a period of one year with the option to renew for four additional one-year periods.
- (2) Authorize the County Administrator to renew the contracts, not to exceed the future fiscal years approved budget amounts, for up to four one year periods, provided their work is satisfactory.

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

Approved for Submittal to Council: *Amanda F. Brock*
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.

Physicals for Firefighters
ITB 19-01

Price per Procedure

Item	North Greenville Fitness Traveler's Rest, SC / Mobile	Upstate Medical Seneca, SC
	Price	Price
Comprehensive Health History	Included with P.E.	\$10.00
Physical Exam (P.E.) (male)	\$50.00	\$150.00
Physical Exam (P.E.) (female)	\$50.00	\$238.00
Blood Work	\$25.00	\$45.00
PSA Test	\$20.00	\$6.00
Audiology	\$40.00	\$30.00
Urinalysis	\$5.00	\$8.00
Spirometry	\$40.00	\$30.00
Chest Radiograph	\$115.00	\$60.00
Electrocardiograms	\$50.00	\$35.00
Mammography (females only) *	\$75.00	\$200.00
Immunizations		
TB Screening	\$15.00	\$20.00
Hep. C Screening	\$27.00	\$64.00
Hep. B Vaccination	\$270.00	\$255.00
Titer	\$27.00	\$89.00
Tetanus/diphtheria vaccine	\$120.00	\$65.00
MMR vaccine	\$230.00	\$29.00
Polio Vaccine	\$130.00	\$3.00
Hep. A vaccine	\$80.00	\$23.00
Varicella vaccine	\$160.00	\$14.00
Influenza vaccine	\$30.00	\$33.00
HIV Screening	\$60.00	\$72.00
Heavy Metal Screen	\$60.00	\$45.00
Colon Cancer Screening	\$25.00	\$15.00
Prostate Cancer Screening	\$20.00	Included with P.E.
Aerobic Capacity	\$50.00	\$350.00
Weight and Body Composition	Included with P.E.	Included with P.E.
Muscular Strength, Endurance, and Flexibility Evaluations	Included with P.E.	\$125.00
Baseline Male Physical (if all items are required):	\$1,649.00	\$1,576.00
Baseline Female Physical (if all items are required):	\$1,724.00	\$1,864.00
*Note: Minimum of 15 people to schedule mamogram.		

Hep B Options (Choose 1 or the other)
Male Only Options (N/A for Females)
Female Only Options (N/A for Males)

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 17, 2019

ITEM TITLE:

Title: 2021 Freightliner 114SD with Roll-Off Cable Hoist

Department: Solid Waste

Amount: \$159,732.24

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Finance Approval: Audrey Price

Budget: \$159,732.24

Project Cost: \$159,732.24

Balance:

0.00

BACKGROUND DESCRIPTION:

This Roll-Off truck is a 2021 Freightliner cab and chassis with a Galfab hoist, the hoist system consists of the rail system and cables used to pick-up waste containers and a tarp system to cover any open containers. The truck will be used to service roll-off containers at the County's 11 recycling centers, parks, other departments as needed, as well as, for recycling activities at industries and commercial facilities that participate in the commercial recycling program. The 2021 Freightliner Roll-Off truck meets the specifications required by the Solid Waste department. This truck will replace a 1994 Ford roll-off truck which will be taken out of service and sold at a future public auction or on GovDeals.

The County is utilizing the North Carolina Sheriffs' Association contract, a cooperative purchasing agreement, to purchase the complete Roll-Off truck. The contract discount for the additional required upgrades to the cab and chassis is 38.7% off the list price; the contract discount for the roll-off cable hoist is 6% off the list price.

SPECIAL CONSIDERATIONS OR CONCERNS:

The roll-off cable hoist comes from Iron Containers, dba Nu-Life Environmental, Inc., of Easley, SC, who holds the North Carolina Sheriffs' Association contract for roll-off hoist systems. The cab and chassis will come from Excel Truck Group dba Charlotte Truck Center of Charlotte, NC, who holds the North Carolina Sheriffs' Association contract for Freightliner.

Iron Containers, dba Nu-Life Environmental, Inc. will coordinate the installation of the roll-off cable hoist; therefore, the County will issue one purchase order to Iron Containers, dba Nu-Life Environmental, Inc.

ATTACHMENT(S):

1. Quote from Nu-Life Environmental
2. Pricing Spreadsheet
3. Contract Award page(s) from NC Sheriffs' Association i) Excel Truck Group ii) Iron Container, LLC DBA Nu-Life Environmental
4. Excel Truck Group Pricing with added upgrades / options

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of the 2021 Freightliner 114SD with roll-off hoist from Iron Containers, Inc. (dba: Nu-Life Environmental) of Easley, SC in the amount of \$159,732.24

Submitted or Prepared By:

Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council:

Amanda F. Brock
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.

IRON CONTAINER, LLC dba NU-LIFE ENVIRONMENTAL
 2266 Powdersville Rd
 Easley, SC 29642
 SAM KNOX
 864-238-0015
sknox@nulife1.com

November 19, 2019
 Delivery 90 - 120 day ARO

2019-2020 North Carolina Sheriff's Association
 Specifications #49 and #89 (Roll Over) Contract Number 19-03-0504R

	OPTION CODE	NCSA PRICING
60,000# Capacity, 22' Containers, Outside Rail Configuration, 48 Degree Dump Angle, 5-Spool Valve, 2-Lever Inside Air Controls, Hot Shift PTO, Programmed Throttle Limit, DM Pump, Full Steel Tandem Axle Fenders, Mid-Body Turn Signals, HD Rear Bumper w/ Recessed L.E.D. Lights, Air-Operated Auto-Folding ICC Bumper, Cable Hook Holder, Dual Rear Bumper Work Lights, 48" Tool Box, Hoist-Up Alarm, Back-Up Alarm, Mounted, Painted High Gloss Black, & Delivered.	OR-60-174	\$37,997.62
TOTAL FOR BASE BODY		\$37,997.62
ACCESSORIES		
Add SHURCO R&P Tarp System, Dual Gantry Work Lights, & Rear Window Screen		\$4,594.38
Add Back-Up / Line-Up Rear Vision Camera System		\$701.24
TOTAL FOR ACCESSORIES		\$5,295.62
GALFAB OR-60-174 ROLL-OFF CABLE HOIST & ACCESSORIES		\$43,293.24
2020 FREIGHTLINER 114SD WITH CUMMINS X12-500V 500HP & ALLISON 4500 RDS		\$115,939.00
Sub-Total		\$159,232.24
SC IMF		\$500.00
GRAND TOTAL PER UNIT		\$159,732.24

Nu-Life Environmental, Inc.
 2266 Powdersville Rd., Easley, SC 29642
 NCSA Contract # 19-03-0504R

Item	List Price	6% DISCOUNT	COST
HOIST & TARP			
GALFAB / OR-60-174 ROLL-OFF CABLE HOIST	\$40,423.00	\$2,425.38	\$37,997.62
ADD SHURCO S.W.A.T TARP SYSTEM, SCREEN, & W/C	\$4,887.64	\$293.26	\$4,594.38
ADD COLOR LCD REAR VISION CAMERA SYSTEM	\$746.00	\$44.76	\$701.24
SUBTOTAL HOIST & ACCESSORIES:			\$43,293.24

Item	List Price	38.7% DISCOUNT	COST
CAB & CHASSIS - FREIGHTLINER			
2020 FREIGHTLINER 114SD SF L9 CUMMINS ENGINE	\$83,747.00	\$0.00	\$83,747.00
UPGRADE 2020 Freightliner 114SD SF TO OCONEE SPECS	\$52,515.50	\$20,323.50	\$32,192.00
SUBTOTAL FOR TRUCK W/ UPGRADES:			\$115,939.00

SC IMF	\$500.00
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GRAND TOTAL PER UNIT:	\$159,732.24
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BASE PRICE INCLUDES:

60,000# CAPACITY 22' CONTAINERS
 HOT SHIFT PTO
 DIRECT-MOUNT PUMP
 PROGRAMMED THROTTLE LIMIT
 2-LEVER INSIDE AIR CONTROLS 5-SPOOL VALVE
 FULL STEEL TANDEM AXLE FENDERS
 L.E.D. MID BODY TURN SIGNALS
 HD REAR BUMPER WORK LIGHTS WITH STEEL GUARDS
 48" TOOL BOX
 CABLE HOOK HOLDER
 AUXILIARY RATCHET STRAP READ HOLD DOWNS
 FIXED REAR CONTAINER LOCKS
 MOUNTED
 PAINTED GLOSS BLACK
 DELIVERED TO OCONEE COUNTY, SC

North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Rollover Price Sheet Award Agreement

Heavy Equipment Procurement Program
Bid 19-03-0504R

We are pleased to announce the North Carolina Sheriffs' Association has rolled over your contract for one additional year. NCSA Heavy Equipment Bid 19-03-0504R will be effective May 18, 2019 through May 17, 2020.

By the award of this contract based on your dealership's bid for Solicitation Number 19-03-0504R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



Signature of Authorized Representative

Tony Lyerty

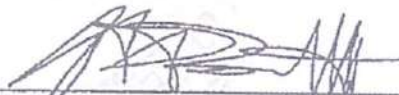
Printed Name of Authorized Representative

Excel Truck Group

Contractor/Dealership Name (Please Print)

5-24-2019

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2019

Date

North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Rollover Price Sheet Award Agreement

Heavy Equipment Procurement Program
Bid 19-03-0504R

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Signature of Authorized Representative

D. Stuart Simmons, Jr.

Printed Name of Authorized Representative
Iron Containers, LLC DBA
NU-LIFE ENVIRONMENTAL

Contractor/Dealership Name (Please Print)

05-28-19

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2019

Date



North Carolina Sheriffs's Association
Heavy Equipment Procurement Program
Bid 19-03-0504R and 20-04-0506

Attachments: Items that increase or add to the performance of the equipment. For example, side mower or hook lift.

Accessories: Items added to the piece of equipment which provide comfort or value, not relating to the performance or functionality of the equipment. For example, air conditioner or seat material.

Lot 49 (Rollover)
Chassis

Vendor	Brand/Model	List Price of Base Unit	% Discount (Off Manufacturer's List Price)	% Discount - Attachments	% Discount - Accessories	Notes
Carolina Freightliner	FREIGHTLINER M2-106 CUMMINS ISB 26K GVWR	\$65,687.00	0%	N/A	36.60%	Contact dealer for options.
Carolina Freightliner	FREIGHTLINER M2-106 CUMMINS L9 26K GVWR	\$70,852.00	0%	N/A	38.50%	Contact dealer for options.
Carolina Freightliner	FREIGHTLINER 108SD CUMMINS L9	\$87,785.00	0%	N/A	37.45%	Contact dealer for options.
Carolina Freightliner	FREIGHTLINER 114SD SF CUMMINS L9	\$84,249.00	0%	N/A	38.70%	Contact dealer for options.
Carolina Freightliner	FREIGHTLINER 114SD SF DD13 DETROIT	\$91,005.00	0%	N/A	37.25%	Contact dealer for options.
Carolina Freightliner	FREIGHTLINER 122SD	\$97,044.00	0%	N/A	39.90%	Contact dealer for options.
Carolina Freightliner	FREIGHTLINER M2-112 CUMMINS L9	\$98,103.00	0%	N/A	38.95%	Contact dealer for options.
EXCEL TRUCK GROUP	FREIGHTLINER/M2-106/6.7 CUMMINS ENG.	\$65,707.00	0%	N/A	36.60%	
EXCEL TRUCK GROUP	FREIGHTLINER/M2-106/L9 CUMMINS ENG.	\$70,850.00	0%	N/A	38.50%	
EXCEL TRUCK GROUP	FREIGHTLINER/108SD/L9 CUMMINS ENG.	\$88,188.00	0%	N/A	37.45%	
EXCEL TRUCK GROUP	FREIGHTLINER/M2-112/L9 CUMMINS ENG.	\$91,529.00	0%	N/A	37.25%	
EXCEL TRUCK GROUP	FREIGHTLINER/114SDSF/L9 CUMMINS ENG.	\$83,747.00	0%	N/A	38.70%	
EXCEL TRUCK GROUP	FREIGHTLINER/114SDSF/DD13 DETROIT ENG.	\$96,892.00	0%	N/A	39.90%	
EXCEL TRUCK GROUP	FREIGHTLINER 122SD	\$98,167.00	0%	N/A	38.95%	
Peterbilt of Charlotte	Peterbilt 220 Non CDL LCF Flat dump/ Landscape Body	\$90,938.00	22.33%	22.33%	22.33%	
Peterbilt of Charlotte	Peterbilt 220 CDL Dual steer/ Sweeper 33K GVW	\$110,621.00	22.33%	22.33%	22.33%	
Peterbilt of Charlotte	Peterbilt 337 Non CDL 26K Flat Dump/ Brush removal Landscape	\$97,440.00	29.59%	29.59%	29.59%	
Peterbilt of Charlotte	Peterbilt 337 Non CDL 26K GVW Box Truck	\$97,440.00	29.59%	29.59%	29.59%	
Peterbilt of Charlotte	Peterbilt 337 Hook Lift 33K GVW	\$112,126.00	29.59%	29.59%	29.59%	
Peterbilt of Charlotte	Peterbilt 337 CDL 33K GVW Flat /Dump /Brush removal Landscape	\$110,290.00	29.59%	29.59%	29.59%	
Peterbilt of Charlotte	Peterbilt 337 CDL 33K GVW Box Truck	\$103,276.00	29.59%	29.59%	29.59%	
Peterbilt of Charlotte	Peterbilt 348 Trash /Rear Loader-Pushout	\$131,356.00	32.54%	30%	30%	
Peterbilt of Charlotte	Peterbilt 348 Tandem Axle Rolloff	\$150,553.00	32.54%	30%	30%	
Peterbilt of Charlotte	Peterbilt 348 Tandem Axle End Dump	\$155,505.00	32.54%	30%	30%	
Peterbilt of Charlotte	Peterbilt 348 Tri Axle End Dump	\$173,360.00	32.54%	30%	30%	
Peterbilt of Charlotte	Peterbilt 520 Trash /Automated Side Loader	\$199,734.00	41.32%	40%	40%	
Peterbilt of Charlotte	Peterbilt 520 Trash /Commercial Front Loader	\$203,877.00	41.32%	40%	40%	
Peterbilt of Charlotte	Peterbilt 520 Dual Steer / sweeper/ Trash	\$210,144.00	41.32%	40%	40%	
Peterbilt of Charlotte	Peterbilt 520 Residential Front Loader	\$199,555.00	41.32%	40%	40%	
Peterbilt of Charlotte	Peterbilt 567 Tandem Axle Roll Off	\$225,891.00	41.06%	40%	40%	
Peterbilt of Charlotte	Peterbilt 567 Tandem Axle End Dump	\$202,574.00	41.06%	40%	40%	
Peterbilt of Charlotte	Peterbilt 567 Tri Axle End Dump	\$211,336.00	41.06%	40%	40%	
Peterbilt of Charlotte	Peterbilt 567 Tandem Axle Heavy Haul Tractor (for low boy Trailer)	\$224,930.00	41.06%	40%	40%	

Lot 89 (Rollover)
Roll-off Cable Hoist

Vendor	Brand/Model	List Price of Base Unit	% Discount (Off Manufacturer's List Price)	% Discount - Attachments	% Discount - Accessories	Notes
Amick Equipment Company, Inc.	Rudco Roll-off Hoist 60,000 lbs capacity	\$44,740.00	6%	6%	6%	Includes heavy duty package. Other sizes and options available.
Carolina Environmental Systems, Inc.	Galbreath Cable Pull Roll Off Hoist and Tarp System	\$47,854.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Galbreath DPHK Double Pivot Hook Lift Hoist Model U2	\$35,288.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Galbreath DPHK Double Pivot Hook Lift Hoist Model U3	\$42,065.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Galbreath DPHK Double Pivot Hook Lift Hoist Model U5	\$48,107.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Galbreath DPHK Double Pivot Hook Lift Hoist Model U6	\$55,703.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 100 Series Double Pivot Hook Lift Hoist Model SL105	\$31,090.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 100 Series Double Pivot Hook Lift Hoist Model SL145	\$32,774.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 100 Series Double Pivot Hook Lift Hoist Model SL180	\$36,560.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 100 Series Double Pivot Hook Lift Hoist Model SL185	\$36,356.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 200 Series Double Pivot Hook Lift Hoist Model SL220	\$40,077.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 200 Series Double Pivot Hook Lift Hoist Model SL222	\$37,334.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 200 Series Double Pivot Hook Lift Hoist Model SL240	\$40,031.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 200 Series Double Pivot Hook Lift Hoist Model SL241B	\$38,706.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 400 Series Double Pivot Hook Lift Hoist Model SL330	\$43,791.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 400 Series Double Pivot Hook Lift Hoist Model SL400	\$46,425.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 400 Series Double Pivot Hook Lift Hoist Model SL406	\$47,344.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 400 Series Double Pivot Hook Lift Hoist Model SL412	\$44,529.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 400 Series Double Pivot Hook Lift Hoist Model SL518	\$51,480.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 400 Series Double Pivot Hook Lift Hoist Model SL520	\$52,277.00	6%	6%	6%	
Carolina Environmental Systems, Inc.	Swaploader 400 Series Double Pivot Hook Lift Hoist Model SL650	\$56,420.00	6%	6%	6%	
NU-LIFE ENVIRONMENTAL, INC.	GALFAB / DR-60-174	\$40,423.00	6%	6%	6%	Other capacities, lengths, and options available

Excel Truck Group
Price Proposal with added Upgrades / Options
December 3, 2019

Sheriffs Association MY20 114SDSF L9 BASE SPEC			MY21 Oconee County SC SD114 Spec with added Upgrades / Options		
Data Code	Description	Price	Data Code	Description	Price
DRL-001	SPECPRO21 DATA RELEASE VER 001	N/C	DRL-026	SPECPRO21 DATA RELEASE VER 026	N/C
004-220	2020 MODEL YEAR SPECIFIED	STD	004-221	2021 MODEL YEAR SPECIFIED	\$1,400
002-003	SET FORWARD AXLE - TRUCK	STD	002-004	SET BACK AXLE - TRUCK	STD
995-1AD	FREIGHTLINER LEVEL I WARRANTY	STD	995-1AE	FREIGHTLINER LEVEL II WARRANTY	N/C
AA3-005	FLATBED/PLATFORM/STAKE BODY	STD	AA3-010	ROLL OFF/ROLL ON BODY	N/C
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION	N/C	AF3-1DT	GALBREATH/WASTE MANAGEMENT INC	N/C
101-22M	CUM L9 260 HP @ 2200 RPM, 2200 GOV RPM, 720 LB/FT @ 1300 RPM	N/C	101-28R	CUM X12 500V HP @ 1900 RPM, 1695 LB/FT @ 1000 RPM, 2000 GOV RPM, VOC	\$5,769
79G-998	NO IDLE SHUTDOWN CONFIGURATION	N/C	79G-105	5 MINUTE IDLE SHUTDOWN - CONTINUOUS OVERRIDE WITH CLUTCH AND SERVICE BRAKE	N/C
79K-002	PTO MODE ENGINE RPM LIMIT - 700 RPM	N/C	79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM	N/C
79N-001	PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED	N/C	79N-998	NO PTO MODE CLUTCH OVERRIDE	N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM	N/C	79P-005	PTO RPM WITH CRUISE SET SWITCH - 1000 RPM	N/C
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM	N/C	79Q-012	PTO RPM WITH CRUISE RESUME SWITCH - 1400 RPM	N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND	N/C	79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND	N/C
79W-998	REMOTE PTO DISABLED	N/C	79W-001	ONE REMOTE PTO SPEED	N/C
79X-998	NO PTO SPEED 1 SETTING	N/C	79X-012	PTO SPEED 1 SETTING - 1400 RPM	N/C
293-998	NO BATTERY SHUTOFF SWITCH	STD	293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	\$206
295-998	NO JUMPSTART POST	STD	295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	\$97
180-049	EATON FULLER 14 INCH DAMPENED CERAMIC CLUTCH, 2 PLATE, STAMPED COVER SOLO (ADJUSTMENT FREE)	STD	180-998	NO CLUTCH	STD
183-008	TORQUE LIMITING CLUTCH BRAKE	N/C	183-998	NO CLUTCH BRAKE	STD
181-002	ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING	N/C	181-998	NO CLUTCH RELEASE BEARING LUBE	STD

Sheriffs Association MY20 114SDSF L9 BASE SPEC			MY21 Oconee County SC SD114 Spec with added Upgrades / Options		
Data Code	Description	Price	Data Code	Description	Price
182-005	HYDRAULIC CLUTCH CONTROL	N/C	182-998	NO CLUTCH RELEASE	STD
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE	N/C	107-048	CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL Safety VALVE	N/C
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	N/C	128-047	CUMMINS INTEBRAKE COMPRESSION BRAKE WITH (2) SWITCHES; (1) ON/OFF AND (1) LOW/MEDIUM/HIGH RETARDATION LEVEL	N/C
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE	STD	016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	\$823
239-001	STANDARD EXHAUST SYSTEM LENGTH	STD	239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT	N/C
233-998	NO EXHAUST BRIGHTWORK (PLAIN)	STD	233-017	STANDARD CURVE BRIGHT UPPER STACK(S)	\$123
237-052	RH STANDARD HORIZONTAL TAILPIPE	STD	237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED Routed FROM STEP	N/C
242-998	NO MUFFLER/TAIPIPE SHIELD	STD	242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD	\$48
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE	N/C	273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH	STD
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	N/C	266-057	1500 SQUARE INCH ALUMINUM RADIATOR	STD
166-002	PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER	\$97	166-998	NO OIL PREHEATER	STD
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR	N/C	140-998	NO ENGINE HEATER RECEPTACLE	STD
132-004	ELECTRIC GRID AIR INTAKE WARMER	N/C	132-998	NO AIR INTAKE WARMER	STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	N/C	155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	N/C
342-399	EATON FULLER FR-9210B TRANSMISSION	STD	342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	\$15,687
343-998	NO TRANS CONTROL UNIT/SOFTWARE	N/C	343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV	STD
84B-998	NO TCU-VOCATIONAL RATING	N/C	84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES	N/C
84C-998	NO TCU-PRIMARY MODE: GEARS	N/C	84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	STD
84D-998	NO TCU-SECONDARY MODE: GEARS	N/C	84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	STD

Sheriffs Association MY20 114SDSF L9 BASE SPEC			MY21 Oconee County SC SD114 Spec with added Upgrades / Options		
Data Code	Description	Price	Data Code	Description	Price
84E-998	NO TCU-PRIMARY MODE SHIFT SCH	N/C	84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE	STD
84F-998	NO TCU-SECONDARY MODE SHIFT SCH	N/C	84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE	STD
84G-998	NO TCU-PRIMARY MODE SHIFT SPEED	N/C	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE	STD
84H-998	NO TCU-SECONDARY MODE SHIFT SPEED	N/C	84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE	STD
84N-998	NO TCU-ENGINE LOAD REDUCTION FUNC	N/C	84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED	N/C
84U-998	TCU DRIVER SW INPUTS NOT SUPPORTED	N/C	84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES	STD
84V-998	TCU-DIRECTION CHNG,NOT CONFIGURED	N/C	84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS	STD
34C-998	NO AUX/ACC TRANSMISSION WIRING	STD	34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED	\$23
347-001	CAST IRON CLUTCH HOUSING	N/C	347-998	NO CLUTCH HOUSING MATERIAL	STD
362-998	NO MAIN TRANSMISSION MOUNTED PTO	STD	362-157	CUSTOMER INSTALLED MUNCIE CS20/CS24 SERIES PTO	N/C
363-998	NO PTO MOUNTING LOCATION SPECIFIED	STD	363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION	N/C
341-017	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN	N/C	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN	STD
345-001	PAINTED SHIFT LEVER, SOLID LINKAGE	N/C	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED	STD
97G-998	NO TRANSMISSION PROGNOSTICS	N/C	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013	STD
370-998	NO TRANSMISSION OIL COOLER	N/C	370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED	STD
346-998	NO TRANSMISSION OIL CHECK AND FILL	N/C	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK	STD
35T-003	SYNTHETIC TRANSMISSION LUBE	N/C	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)	STD
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	STD	400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	\$4,436
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES	STD	402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	N/C
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	N/C	419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS	STD
536-050	TRW THP-60 POWER STEERING	STD	536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	N/C

Sheriffs Association MY20 114SDSF L9 BASE SPEC			MY21 Oconee County SC SD114 Spec with added Upgrades / Options		
Data Code	Description	Price	Data Code	Description	Price
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR	STD	534-003	4 QUART POWER STEERING RESERVOIR	N/C
533-998	NO POWER STEERING OIL COOLER	STD	533-001	OIL/AIR POWER STEERING COOLER	N/C
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE	STD	40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE	\$14
620-1E9	12,000# MONO TAPERLEAF FRONT SUSPENSION	STD	620-025	20,000# TAPERLEAF FRONT SUSPENSION	\$1,507
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE	STD	420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE	\$4,884
421-411	4.11 REAR AXLE RATIO	N/C	421-430	4.30 REAR AXLE RATIO	N/C
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	N/C	386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	\$693
452-998	NO TRACTION EQUALIZER	STD	452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES	\$1,797
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES	STD	878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE	N/C
87B-998	NO DIFFERENTIAL LOCK WIRING/LOGIC	STD	87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH	N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS	STD	451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS	STD
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS	STD	428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS	\$110
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE	STD	41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE	N/C
622-006	40,000# 4-SPRING FLAT LEAF REAR SUSPENSION	STD	622-1CP	HENDRICKSON RTE463 @46,000# REAR SUSPENSION	\$3,495
621-001	SPRING SUSPENSION - NO AXLE SPACERS	STD	621-016	HENDRICKSON RT/RTE - 7.19" SADDLE	N/C
624-011	52 INCH AXLE SPACING	STD	624-009	54 INCH AXLE SPACING	\$250
628-998	NO SUSPENSION BEAMS	STD	628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS	N/C
623-001	HEAVY DUTY FORE/AFT CONTROL RODS	STD	623-005	FORE/AFT CONTROL RODS	N/C
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	N/C	480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER	STD
479-015	AIR DRYER FRAME MOUNTED	STD	479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL	N/C
460-001	STEEL AIR BRAKE RESERVOIRS	STD	460-090	STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS	N/C
46A-998	NO AUXILIARY AIR TANK	STD	46A-011	(2) 1350 CUBIC INCH AUXILIARY AIR TANKS PLUMBED IN SERIES, INLET CHECK VALVE FIRST TANK	\$254
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS	STD	477-004	PULL CABLES ON ALL AIR RESERVOIR(S)	\$3
545-472	4725MM (186 INCH) WHEELBASE	STD	545-647	6475MM (255 INCH) WHEELBASE	N/C

Sheriffs Association MY20 114SDSF L9 BASE SPEC			MY21 Oconee County SC SD114 Spec with added Upgrades / Options		
Data Code	Description	Price	Data Code	Description	Price
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	STD	546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	\$1,032
547-998	NO INNER FRAME REINFORCEMENT	STD	547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	\$1,385
556-1AG	16.5 INCH PAINTED STEEL STRAIGHT BUMPER	STD	556-1E6	14 INCH CHROMED STEEL BUMPER	\$603
558-998	NO FRONT TOW HOOKS	STD	558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	\$175
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	STD	204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	\$295
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	N/C	122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	N/C
093-1V4	CONTINENTAL HSR2 11R22.5 14 PLY RADIAL FRONT TIRE	N/C	093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	\$736
094-1RB	CONTINENTAL HDL2 11R22.5 14 PLY RADIAL REAR TIRES	N/C	094-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL REAR TIRES	\$1,896
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	STD	502-664	ALCOA ULTRA ONE 89U63X 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HD ALUMINUM FRONT WHEELS	\$438
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS	STD	505-596	MAXION WHEELS 10047 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS	\$848
667-001	FRONT FENDERS	STD	667-004	FRONT FENDERS SET-BACK AXLE	N/C
645-998	NO RADIATOR SHELL OR HOOD BEZEL	STD	645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL	\$221
646-041	STATIONARY BLACK GRILLE	STD	646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS	\$66
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE	STD	65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE	\$15
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	STD	727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	\$79
728-001	SINGLE HORN SHIELD	STD	728-002	DUAL HORN SHIELDS	N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME	STD	657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS	\$18
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS	STD	312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS	N/C
302-001	(5) AMBER MARKER LIGHTS	STD	302-047	LED AERODYNAMIC MARKER LIGHTS	\$34
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS	STD	294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS	\$107
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS	STD	744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE	\$286
743-998	NO MIRROR MOUNTED CONVEX MIRRORS	STD	743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS	N/C
74A-998	NO AUXILIARY MIRROR	STD	74A-001	RH DOWN VIEW MIRROR	\$21

Sheriffs Association MY20 114SDSF L9 BASE SPEC			MY21 Oconee County SC SD114 Spec with added Upgrades / Options		
Data Code	Description	Price	Data Code	Description	Price
677-998	NO CAB MOUNTED STEPS	N/C	677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING	STD
764-998	NO EXTERIOR SUN VISOR	STD	764-010	COMPOSITE EXTERIOR SUN VISOR	\$247
654-003	MANUAL DOOR WINDOW REGULATORS	STD	654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	\$218
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR	STD	659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED	-\$80
860-998	NO WIRING	STD	860-004	SMART SWITCH EXPANSION MODULE	\$76
720-998	NO FIRE EXTINGUISHER	STD	720-002	2-1/2 LB. FIRE EXTINGUISHER	\$37
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS	STD	324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF	\$63
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS	STD	655-005	LH AND RH ELECTRIC DOOR LOCKS	\$99
284-023	(1) 12 VOLT POWER SUPPLY IN DASH	STD	284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH	\$19
722-998	NO REFLECTOR/FLARE KIT	STD	722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	\$24
756-1J1	BASIC HIGH BACK NON SUSPENSION DRIVER SEAT WITH FORE AND AFT ADJUSTMENT	STD	756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	\$225
759-998	NO SEAT ARMREST	STD	759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	\$69
758-036	VINYL WITH VINYL INSERT DRIVER SEAT	STD	758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER	\$25
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT	STD	761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER	\$22
532-001	FIXED STEERING COLUMN	STD	532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	\$478
87L-998	NO REMOTE ENGINE CONTROL-ENABLE	STD	87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK	N/C
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE	N/C	148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE	\$278
163-998	NO ENGINE OPT/RPM CONTROLS WIRING	STD	163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB	N/C
864-998	NO TRANSMISSION TEMPERATURE GAUGE	N/C	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE	STD
372-998	NO PTO CONTROLS	STD	372-043	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK	\$73
679-998	NO OVERHEAD INSTRUMENT PANEL	STD	679-001	OVERHEAD INSTRUMENT PANEL	\$70
746-998	NO RADIO	STD	746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	\$490
N/A	No Selection	N/C	WAG-010	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES	\$200
			MISC	MISCELLANEOUS	\$8

Sheriffs Association MY20 114SDSF L9 BASE SPEC			MY21 Oconee County SC SD114 Spec with added Upgrades / Options		
Data Code	Description	Price	Data Code	Description	Price
	SUMMARY: SHERIFFS ASSOCIATION PRICE	\$83,747.00		SUMMARY: SHERIFFS ASSOCIATION PRICE	\$83,747.00
				Oconee County Requested List Options	+\$52,515.00
				Less: Options Discount- 38.7%	-\$20,323.00
				Add: Net Options	\$32,192.00
				MY21 SD114 Nu Life Spec Price- Truck Total	\$115,939.00



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Office]	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]	VACANT	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 Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

NOTICE OF PUBLIC HEARING

There will be a public hearing on Ordinance 2019-23 with respect to the approval by Oconee County, South Carolina granting certain infrastructure tax credits. The infrastructure tax credits will be entered into by Oconee County with Technology Solutions of SC Inc. The Technology Solutions of SC Inc. facility is located in the City of Seneca at 528-F Bypass 123, Seneca, South Carolina 29678. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, December 17, 2019 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis, III
Chairman of County Council

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OCONEE COUNTY,
SOUTH CAROLINA

Julian Davis, III
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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

J. WESLEY CRUM, III P.A.

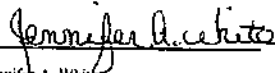
IN RE: Notice of Public Hearing 2019-23

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 new paper 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 11/27/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions

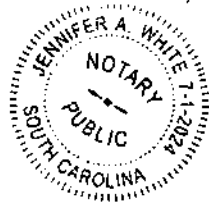


Hal Welch
General Manager

Subscribed and sworn to before me this
11/27/2019



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



D4 THE JOURNAL

LEGAL NOTICES

LEGALS

Conger, by virtue of a Deed dated 6/25/1992, recorded 6/29/1992, in Deed Book 697, Page 323, County of Oconee, State of South Carolina.

Being the same parcel conveyed to James Larry Conger from John S. Willis and Melanie K. Willis, by virtue of a Deed dated 11/9/1989, recorded 11/17/1989, in Deed Book 597, Page 162, County of Oconee, State of South Carolina.

Parcel No. 270-02-02-051
Property Address: 748 Lynnhaven Drive Seneca, SC 29678

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Clerk of Court, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of bid or comply with the other terms of the bid within twenty (20) days, then the Clerk of Court may re-sell

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, December 17, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-24

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO ADDENDA FOR LEASE AGREEMENTS TO WHICH THE COUNTY IS A PARTY, PROVIDING FOR ALTERNATE COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2019-CP-37-00372 BY VIRTUE of the decree heretofore granted in the case of: U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank National Association, on behalf of the registered holders of Bear Stearns Asset Backed Securities I Trust 2005-EC1, Asset-Backed Certificates, Series 2005-EC1 vs. Lenora H. Odell; SC Housing Corp., the undersigned Clerk of Court for Oconee County, South Carolina, will sell on December 2, 2019 at 11:00AM, at the Oconee County Courthouse, City of Walhalla, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE PAR

SE
CLEANING

ABSOLUTE
CLEANING & RESTORATION
Commercial & Residential
Licensed & Insured
864-784-9227



PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

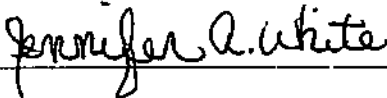
IN RE: NOTICE OF PUBLIC HEARING Ordinance 2019-24

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 11/22/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

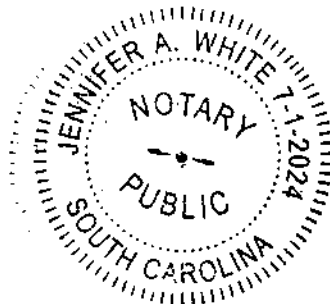


Hal Welch
General Manager

Subscribed and sworn to before me this
11/22/2019



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



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

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PUBLISHERS NOTICE

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

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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



General Fund Monthly Council Report

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
General Fund Revenue											
080 Encumbrance Roll from FY 2019							(1,679,481.72)				
080 Local Revenue	45,753,026.00	45,753,026.00	2,695,806.44	3,246,469.16	5,292,054.43		11,234,330.03	-	34,518,695.97	75%	80% of Tax Revenue will show up in
081 State Revenue	3,863,980.00	3,863,908.00	3,777.74	1,081,638.94	3,819.17		1,089,235.85	-	2,774,672.15	72%	December and January.
082 Federal Revenue	69,500.00	69,500.00	594.00	10,975.12	8,754.28		20,323.40	-	49,176.60	71%	
090 Other Financing Sources	303,043.00	303,043.00	8,686.46	38,319.51	39,359.95		86,365.92	-	216,677.08	72%	
Total General Fund Revenue	49,989,549.00	49,989,477.00	2,708,864.64	4,377,402.73	5,343,987.83		10,750,773.48	-	37,559,221.80		
General Fund Expenditures											
101 Sheriff	8,908,806.00	8,918,554.77	2,220,099.89	682,835.11	671,140.96		3,574,075.96	64,451.27	5,280,027.54	59%	
103 Coroner	258,302.00	258,302.00	59,014.72	13,513.55	29,560.12		102,088.39	701.40	155,512.21	60%	
104 Communications	1,581,694.00	1,581,694.00	357,772.57	131,900.67	123,873.45		613,546.69	6,211.74	961,935.57	61%	
106 Law Enforcement Center	4,025,939.00	4,032,239.00	1,049,656.31	354,066.58	280,839.91		1,684,562.80	311,030.58	2,036,645.62	51%	
107 Ems & Fire Services	4,441,956.00	5,615,373.40	1,835,345.11	223,890.64	175,529.21		2,234,764.96	2,113,005.38	1,267,603.06	23%	Large Encumbrance for Fire Trucks
110 Animal Control	640,407.00	640,407.00	153,329.48	43,186.69	41,771.00		238,287.17	562.57	401,557.26	63%	
202 Parks, Recreation, & Tour	756,728.00	756,728.00	189,098.09	36,297.10	65,522.37		290,917.56	1,004.14	464,806.30	61%	
203 High Falls Park	441,620.00	738,626.00	119,818.55	30,564.39	26,975.38		177,358.32	320,060.11	241,207.57	33%	Large Encumbrance for Capital Build
204 South Cove Park	515,213.00	515,213.00	118,637.20	37,933.39	31,444.77		188,015.36	-	327,197.64	64%	
205 Chau Ram Park	360,875.00	360,875.00	70,561.76	29,291.04	23,386.67		123,239.47	-	237,635.53	66%	Purchase of Land \$299,405 to be paid back from ATAX, Will reverse at year end to Capital Assets
206 Library	1,426,820.00	1,426,820.00	381,568.72	95,506.24	96,947.11		574,022.07	7,538.84	845,259.09	59%	
301 Assessor	1,040,306.00	1,085,306.00	210,511.26	100,112.01	67,792.62		378,415.89	17,295.48	689,594.63	64%	
302 Auditor	554,485.00	554,485.00	109,941.44	40,871.95	35,053.12		185,866.51	73,728.80	294,889.69	53%	Software Encumbrance for year
303 Brd Of Assessment Appeals	12,001.00	12,001.00	507.60	746.64	329.89		1,584.13	-	10,416.87	87%	
305 Tax Collector	445,660.00	445,660.00	116,136.71	33,779.53	42,665.14		192,581.38	59,298.34	193,780.28	43%	Software Encumbrance for year
306 Treasurer	614,715.00	614,715.00	147,871.36	41,726.47	36,871.01		226,468.84	68,110.38	320,135.78	52%	Software Encumbrance for year
402 Dept Of Social Services	21,200.00	21,200.00	3,077.65	1,997.64	899.47		5,974.76	-	15,225.24	72%	
403 Health Department	41,634.00	41,634.00	3,943.54	1,854.51	4,603.91		10,401.96	-	31,232.04	75%	
404 Veterans' Affairs	197,448.00	197,448.00	44,004.41	13,768.89	13,897.49		71,670.79	2,083.63	123,693.58	63%	
501 Clerk Of Court	706,363.00	706,363.00	187,927.44	39,924.93	41,798.20		269,650.57	21,083.19	415,629.24	59%	
502 Probate Court	357,171.00	357,171.00	84,530.17	25,991.75	26,638.09		137,160.01	2,537.27	217,473.72	61%	
504 Solicitor	943,375.00	943,375.00	166,610.70	68,751.81	69,442.43		304,804.94	-	638,570.06	68%	
509 Magistrate	849,591.00	849,591.00	214,500.88	183,924.11	60,206.00		458,630.99	24,227.80	366,732.21	43%	Capital Purchase of Land.
510 Public Defender	240,000.00	240,000.00	120,000.00	-	-		120,000.00	-	120,000.00	50%	
601 Road Department	2,836,830.00	2,864,140.06	597,338.32	190,706.77	164,679.19		952,724.28	15,995.40	1,895,420.38	66%	
702 Community Development	664,419.00	664,419.00	148,543.85	49,356.73	38,374.68		236,275.26	3,324.06	424,819.68	64%	
704 County Council	308,055.00	315,348.86	126,911.83	15,709.61	44,872.68		187,494.12	35,684.88	92,169.86	29%	Large Encumbrance
705 Direct Aid	762,900.00	762,900.00	231,192.00	122,242.00	3,000.00		356,434.00	-	406,466.00	53%	
706 Delegation	93,885.00	93,885.00	20,923.27	7,875.94	6,251.72		35,050.93	292.01	58,542.06	62%	
707 Economic Development	729,741.00	729,741.00	154,213.67	100,355.17	18,874.62		273,443.46	3,379.51	452,918.03	62%	
708 Finance Department	670,929.00	619,547.00	163,258.49	40,565.69	39,290.61		243,114.79	3,487.75	372,944.46	60%	
709 Non-Departmental	2,927,030.00	2,937,440.00	123,397.90	1,862,009.82	53,082.40		2,038,490.12	3,851.62	895,098.26	30%	Lease Payment in Oct Paid
710 Human Resources	326,404.00	328,284.00	71,483.25	24,612.53	23,343.08		119,438.86	2,502.39	206,342.75	63%	
711 Information Technology	895,927.00	927,232.00	219,921.50	65,730.10	44,880.52		330,532.12	50,070.36	546,629.52	59%	
712 Planning Department	275,472.00	314,059.36	65,220.08	23,499.93	20,164.17		108,884.18	1,881.21	203,293.97	65%	
713 Procurement	153,472.00	154,672.00	32,755.69	11,628.24	10,396.20		54,780.13	1,087.97	98,803.90	64%	
714 Facilities Maintenance	1,460,576.00	1,467,519.00	287,855.68	102,386.14	79,315.86		469,557.68	9,660.80	988,300.52	67%	
715 Registration & Elections	249,682.00	249,682.00	46,452.40	9,098.18	14,303.36		69,853.94	1,041.35	178,786.71	72%	
716 Soil & Water Conservation	80,171.00	80,171.00	11,979.92	5,237.98	3,464.93		20,682.83	5,408.00	54,080.17	67%	
717 Administrator's Office	705,051.00	706,311.14	124,145.55	23,113.25	26,414.83		173,673.63	2,021.67	530,615.84	75%	
718 Solid Waste Department	4,177,264.00	4,250,466.13	629,990.30	679,310.31	348,150.56		1,657,451.17	996,419.34	1,596,595.62	38%	Large Encumbrance for Tipping Fees

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
720 Airport	1,263,211.00	1,263,211.00	318,498.40	211,712.59	122,901.60		653,112.59	316,683.59	293,414.82	23%	Large Encumbrance for Fuel
721 Vehicle Maintenance	924,797.00	924,797.00	213,319.47	75,636.77	66,161.65		355,117.89	2,823.63	566,855.48	61%	
735 Register Of Deeds	317,069.00	317,069.00	63,769.23	28,156.40	19,819.99		111,745.62	48,373.27	156,950.11	50%	Software Encumbrance for year
741 County Attorney	369,283.00	379,283.00	70,741.35	25,222.27	20,795.11		116,758.73	-	262,524.27	69%	
095 Other Financing Uses	415,000.00	415,000.00	-	-	-		-	-	415,000.00	100%	
Encumbrance Reserve add to Dept	-	(1,679,481.72)	-	-	-		-	-	(1,679,481.72)	1	
Total General Fund Expenditures	49,989,477.00	49,999,477.00	11,686,377.71	5,906,602.06	3,135,726.08	-	20,728,705.85	4,596,919.73	24,673,851.42	49%	

Rock Quarry Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenue											
080 Encumbrance Roll from FY 2019							(5,233,092.90)				
080 Local Revenue	6,690,575.00	6,690,575.00	1,395,397.67	704,507.76	350,685.48		2,450,590.91	-	4,239,984.09	63%	
Total Revenue	6,690,575.00	6,690,575.00	1,395,397.67	704,507.76	350,685.48	-	2,450,590.91	-	4,239,984.09		
Expenditure											
719 Rock Quarry	5,110,621.00	10,343,713.90	771,409.31	232,940.67	846,805.30		1,851,155.28	6,023,231.62	2,469,327.00	24%	New Equipment Encumbrance
Lease Payment	702,452.00	702,452.00									
095 Other Financing Uses	750,000.00	750,000.00	-	-	-	-	-	-	750,000.00	100%	
Change in Net Asset	127,502.00	127,502.00									
Encumbrance Roll Over		(5,233,092.90)	-	-	-	-					
Total Expenditure	6,690,575.00	6,690,575.00	771,409.31	232,940.67	846,805.30	-	1,851,155.28	6,023,231.62	3,219,327.00	48%	

Emergency Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
080 Encumbrance Roll from FY 2019							(99,241.19)				
080 Local Revenue	1,500,000.00	1,500,000.00	32,399.28	167,486.70	157,597.97	-	357,483.95	-	1,142,516.05	76%	
Total Revenue	1,500,000.00	1,500,000.00	32,399.28	167,486.70	157,597.97	-	357,483.95	-	1,142,516.05		
Expenditure											
020 Emergency Services Fund	1,500,000.00	1,599,241.19	11,236.33	286,164.21	7,708.17	-	305,108.71	22,518.10	1,271,614.38	80%	
		(99,241.19)									
Total Expenditures	1,500,000.00	1,500,000.00	11,236.33	286,164.21	7,708.17	-	305,108.71	22,518.10	1,271,614.38	85%	

Sheriff Victims' Services Special Revenue Fund

	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
Assessments/Surcharges	57,000.00	57,000.00	13,114.79	4,660.43	-	-	17,775.22	-	39,224.78	69%	
General Fund Transfer	85,000.00	85,000.00	-	-	-	-	-	-	85,000.00		
Current Available PY Balance	10,541.00	10,541.00	-	-	-	-	-	-	10,541.00		
Total Revenue	152,541.00	152,541.00	13,114.79	4,660.43	-	-	17,775.22	-	134,765.78		
Expenditure											
Victims Services Salaries (2)	152,541.00	152,541.00	29,971.75	9,615.56	10,269.88	-	49,857.19	-	102,683.81	67%	
Total Expenditures	152,541.00	152,541.00	29,971.75	9,615.56	10,269.88	-	49,857.19	-	102,683.81	67%	

Solicitor Victims' Services Special Revenue Fund

	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
Assessments/Surcharges	23,000.00	23,000.00	3,729.96	1,170.87	-	-	4,900.83	-	18,099.17	79%	Sept Revenue will post on the 15 October
General Fund Transfer	55,000.00	55,000.00	-	-	-	-	-	-	55,000.00		
Total Revenue	78,000.00	78,000.00	3,729.96	1,170.87	-	-	4,900.83	-	73,099.17		
Expenditure											
Victims Services Salary (1)	70,698.00	70,698.00	16,713.22	5,328.22	-	-	22,041.44	-	48,656.56	69%	
Change in Fund Balance increase(decrease)	7,302.00	7,302.00	-	-	-	-	-	-	7,302.00		
Total Expenditures	78,000.00	78,000.00	16,713.22	5,328.22	-	-	22,041.44	-	48,656.56	62%	

911 Communications Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
Encumbrance Reserve							(369,836.14)				
AT&T Surcharge	160,000.00	160,000.00	21,206.90	9,961.67	-		31,168.57	-	128,831.43	81%	
Competitive Local Exchange Carrier	60,000.00	60,000.00	7,016.92	3,860.50	-		10,877.42		49,122.58		
State Wireless	70,000.00	70,000.00	-	-	-		-		70,000.00		
Budget and Control Board	200,000.00	200,000.00	-	33,747.95	227,739.85		261,487.80		(61,487.80)		
Use of Fund Balance	513,000.00	513,000.00	-	-	-		-		513,000.00		
Total Revenue	1,003,000.00	1,003,000.00	28,223.82	47,570.12	227,739.85	-	303,533.79	-	699,466.21		
Expenditure											
225 Communications 911 Funds	1,003,000.00	1,372,836.14	631,477.61	64,206.96	28,332.38		724,016.95	219,979.74	428,839.45	31%	
Encumbrance Reserve		(369,836.14)									
Total Expenditures	1,003,000.00	1,003,000.00	631,477.61	64,206.96			724,016.95	219,979.74	428,839.45	43%	

Tri-County Technical College Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
Tax Collections	1,670,000.00	1,670,000.00	39,308.31	35,520.55	37,590.27		112,419.13		1,557,580.87	93%	
Total Revenue	1,670,000.00	1,670,000.00	39,308.31	35,520.55	37,590.27	-	112,419.13	-	1,557,580.87		
Expenditure											
TCTC Payments	1,585,200.00	1,585,200.00	27,566.65	12,165.28	39,479.87		79,211.80	-	1,505,988.20	95%	
Total Expenditures	1,585,200.00	1,585,200.00	27,566.65	12,165.28	39,479.87	-	79,211.80	-	1,505,988.20	95%	

Road Maintenance Tax Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
Encumbrance Reserve							(1,282,569.13)				
Tax Collections	1,171,920.00	1,171,920.00	26,997.36	59,345.96	58,625.65		144,968.97	-	1,026,951.03	88%	
National Forestry Title I	220,000.00	220,000.00	-	-	-		-		220,000.00		
Other Finance Source	-	-	105,089.18	-	-		105,089.18		(105,089.18)		
Change in Fund Balance Increase(Decrease)	78,080.00	78,080.00	-	-	-		-		78,080.00		
Total Revenue	1,470,000.00	1,470,000.00	132,086.54	59,345.96	58,625.65	-	250,058.15	-	1,141,861.85		
Expenditures											
Expenditures	1,470,000.00	2,752,569.13	216,473.62	38,835.58	17,540.59		272,849.79	1,332,205.41	1,147,513.93	42%	Road Paving Encumbrance
Encumbrance Reserve		(1,282,569.13)									
Total Expenditures	1,470,000.00	1,470,000.00	216,473.62	38,835.58	17,540.59	-	272,849.79	1,332,205.41	1,147,513.93	78%	

Economic Development Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
Encumbrance Reserve							968,750.70				
Tax Collections	1,327,873.00	1,327,873.00	16,685.09	84,365.42	80,494.24		181,544.75	-	1,146,328.25	86%	Main Collection Months Nov - Feb
FILOT	500,000.00	500,000.00	-	-	-		-	-	500,000.00	100%	Usually Dec - Feb Payments
Total Revenue	1,827,873.00	1,827,873.00	16,685.09	84,365.42	80,494.24	-	181,544.75	-	1,646,328.25		
Expenditures											
Encumbrance Reserve	1,827,873.00	1,827,873.00	23,119.29	93,682.79	308,212.49		425,014.57	1,238,448.82	164,409.61	9%	
		(968,750.70)									
Total Expenditures	1,827,873.00	1,827,873.00	23,119.29	93,682.79	308,212.49	-	425,014.57	1,238,448.82	164,409.61	9%	

Bridge and Culvert Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
Encumbrance Reserve							(26,147.94)				
Tax Collections	550,000.00	550,000.00	12,842.69	28,265.66	27,909.34		69,017.69	-	480,982.31	87%	Main Collection Months Nov - Feb
Total Revenue	550,000.00	550,000.00	12,842.69	28,265.66	27,909.34	-	69,017.69	-	480,982.31		
Expenditures											
Encumbrance Reserve	550,000.00	576,147.94	33,776.90	65,803.30	179.26		99,759.46	75,987.94	400,400.54	69%	
		(26,147.94)									
Total Expenditures	550,000.00	550,000.00	33,776.90	65,803.30	179.26	-	99,759.46	75,987.94	400,400.54	73%	

Capital Equipment & Vehicle Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Dec-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues											
Tax Collections	1,096,728.00	1,096,728.00	-	66,788.98	62,420.96		129,209.94	-	967,518.06	88%	Main Collection Months Nov - Feb
Insurance Proceeds	50,000.00	50,000.00	-	28,046.00	7,072.06		35,118.06	-	14,881.94	30%	
Sale of Capital Assets	50,000.00	50,000.00	-	-	-		-	-	50,000.00	100%	
Transfer from General Capital	129,223.00	129,223.00	-	-	-		-	-	129,223.00	100%	
Transfer from General Fund	275,000.00	275,000.00	-	-	-		-	-	275,000.00	100%	
Total Revenue	1,600,951.00	1,600,951.00	-	94,834.98	69,493.02	-	164,328.00	-	1,436,623.00		
Expenditures											
Encumbrance Reserve	1,600,951.00	1,600,951.00					-	-	1,600,951.00	100%	
Sheriff			-	-	-		-	94,541.96	(94,541.96)		
Law Enforcement Center			30,978.12	-	-		30,978.12	-	(30,978.12)		
Airport			24,963.00	-	-		24,963.00	-	(24,963.00)		
Vehicle Maint			-	-	-		-	37,443.00	(37,443.00)		
Solid Waste			-	216,567.00	-		216,567.00	-	(216,567.00)		
Total Expenditures	1,600,951.00	1,600,951.00	55,941.12	216,567.00	-	-	272,508.12	131,984.96	1,196,457.92	75%	

Debt Service Fund

	Original Budget	Budget (Amended as of 11/30/2019)	1st Quarter July 19 to Sept 19	Oct-19	Nov-19	Year To Date	Encumbrance	Remaining	Remaining Percent (58%)	Notes
Revenues										
Tax Collections	1,966,700.00	1,966,700.00	240,816.54	107,072.18	188,082.35	535,971.07	-	1,430,728.93	73%	Main Collection Months Nov - Feb
Total Revenue	1,966,700.00	1,966,700.00	240,816.54	107,072.18	188,082.35	535,971.07	-	1,430,728.93		
Expenditures										
2016B County GO Bond	398,370.00	398,370.00	22,185.00	-	-	22,185.00	-	376,185.00	94%	Oct 19 and April 20 Payments
2014 SSRB Refunding Bond	324,696.00	324,696.00	-	-	-	-	-	324,696.00	100%	Oct 19 and April 20 Payments
2017 GO Ref Bond Keowee Key	107,254.00	107,254.00	-	-	-	-	-	107,254.00		
2019 GO Bond Kewoee Key Fire	62,200.00	62,200.00	-	-	-	-	-	62,200.00		
2013 GO Bond Echo Hills	221,430.00	221,430.00	27,940.00	-	-	27,940.00	-	193,490.00		
2011 GO Bond Det Center	852,750.00	852,750.00	161,075.00	-	-	161,075.00	-	691,675.00		
Total Expenditures	1,966,700.00	1,966,700.00	211,200.00	-	-	211,200.00	-	1,755,500.00		



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



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: December 17, 2019 6:00 p.m.**

Ordinance 2019-23 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO."

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

Everyone speaking before Council will be required to do so in a civil manner.

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

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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NO ONE



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: December 17, 2019 6:00 p.m.**

Ordinance 2019-24 "AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO ADDENDA FOR LEASE AGREEMENTS TO WHICH THE COUNTY IS A PARTY, PROVIDING FOR ALTERNATE COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENTS; AND OTHER MATTERS RELATED THERETO."

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

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None