

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

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF \$1,500,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF IMPROVEMENTS TO THE SENECA CREEK BOAT RAMP FACILITIES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, the County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received (collectively “County ARPA Funds”);

WHEREAS, County ARPA Funds may be used toward the provision of general government services by virtue of a revenue loss calculation or a standard allowance;

WHEREAS, additionally, County ARPA Funds may be invested in parks, public plazas, and other public outdoor recreation spaces in order to promote healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19;

WHEREAS, the County desires to expend One Million, Five Hundred Thousand, and 00/100 (\$1,500,000.00) Dollars of County ARPA Funds toward improvements at the Seneca Creek Boat Ramp Facilities (“Seneca Creek Facility Improvements”).

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

Section 1. Appropriation. One Million, Five Hundred Thousand, and 00/100 (\$1,500,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for Seneca Creek Facility Improvements.

Section 2. Expenditures. The expenditure of funds appropriated out of County ARPA Funds for Seneca Creek Facility Improvements is approved in an amount up to One Million, Five Hundred Thousand, and 00/100 (\$1,500,000.00), subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County may discontinue the expenditure of funding appropriated for Seneca Creek Facility Improvements at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) Seneca Creek Facility Improvements being deemed an impermissible use of County ARPA Funds, in whole or part, under ARPA, Department of Treasury regulations, or other binding legal authority; or (4) for convenience.

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 not affect the remainder of this Ordinance.

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 7, 2022
Second Reading: June 21, 2022
Third Reading: July 19, 2022
Public Hearing: July 19, 2022



Seneca Creek Boat Ramp

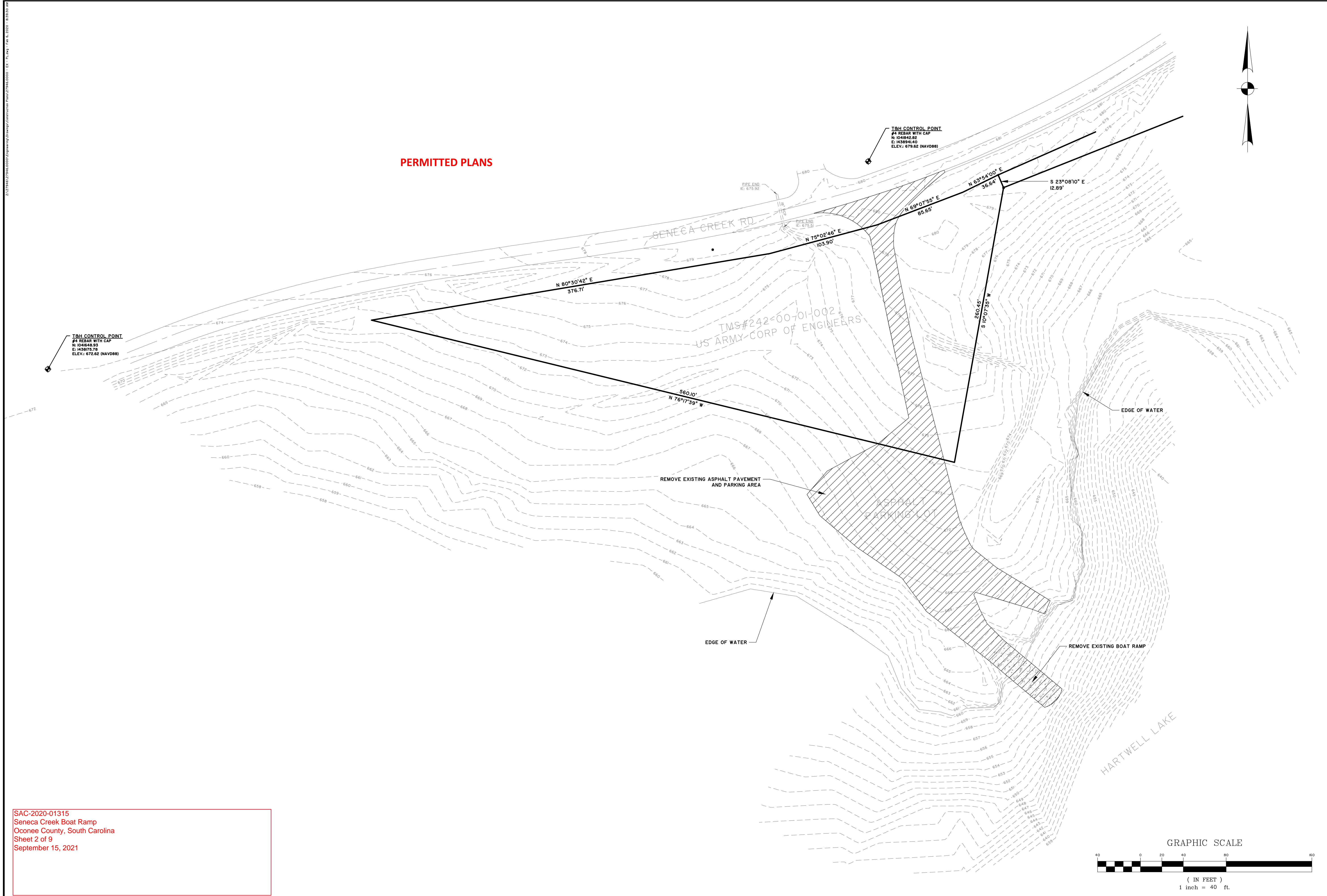
Vicinity Map
10/08/2020



PERMITTED PLANS

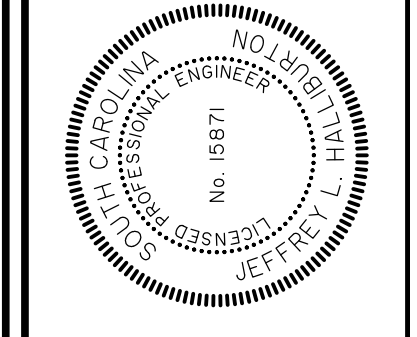
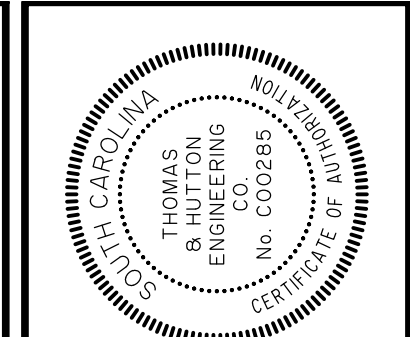
1 Inch = 500 Feet
0 500 1000 Feet

SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 1 of 9 September 15, 2021



PERMITTED PLANS

SAC-2020-01315
 Seneca Creek Boat Ramp
 Oconee County, South Carolina
 Sheet 2 of 9
 September 15, 2021



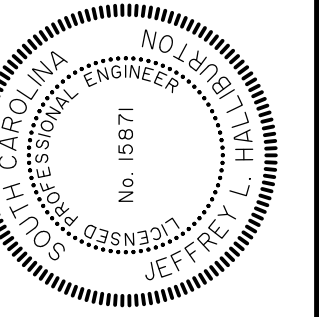
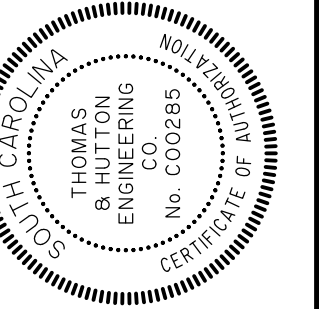
NO.	REVISIONS	BY	DATE

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OCONEE COUNTY PARKS & REC
 SENECA, SOUTH CAROLINA
 SENECA CREEK ROAD BOAT RAMP
 EXISTING CONDITIONS

JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	JLS
DESIGNED:	JLH
REVIEWED:	KEG
APPROVED:	JLH
SCALE:	1" = 40'

EX.1



NO.	REVISIONS	BY	DATE

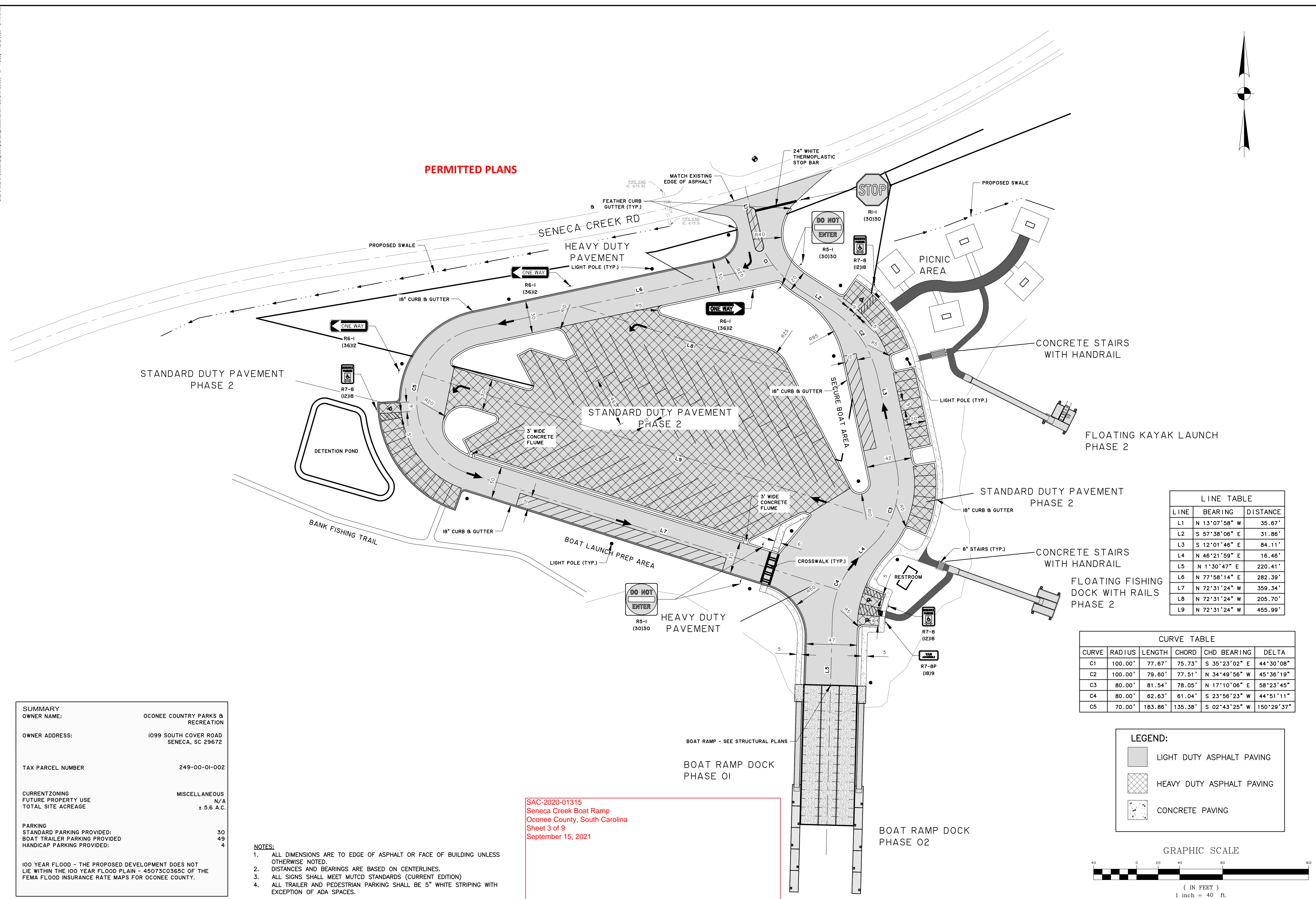
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OCONEE COUNTY PARKS & REC
 SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
SITE PLAN

JOB NO: J-27946.0000
 DATE: 07/20/2020
 DRAWN: JLS
 DESIGNED: JLH
 REVIEWED: KES
 APPROVED: JLH
 SCALE: 1" = 40'

C1.1

PERMITTED PLANS



LINE TABLE

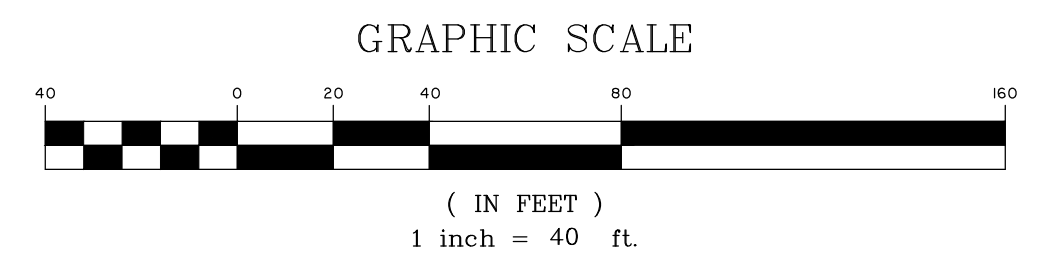
LINE	BEARING	DISTANCE
L1	N 13°07'58" W	35.67'
L2	S 57°38'06" E	31.86'
L3	S 12°01'46" E	84.11'
L4	N 46°21'59" E	16.46'
L5	N 1°30'47" E	220.41'
L6	N 77°58'14" E	282.39'
L7	N 72°31'24" W	359.34'
L8	N 72°31'24" W	205.70'
L9	N 72°31'24" W	455.99'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHD BEARING	DELTA
C1	100.00'	77.67'	75.73'	S 35°23'02" E	44°30'08"
C2	100.00'	79.60'	77.51'	N 34°49'56" W	45°36'19"
C3	80.00'	81.54'	78.05'	N 17°10'06" E	58°23'45"
C4	80.00'	62.63'	61.04'	S 23°56'23" W	44°51'11"
C5	70.00'	183.86'	135.38'	S 02°43'25" W	150°29'37"

LEGEND:

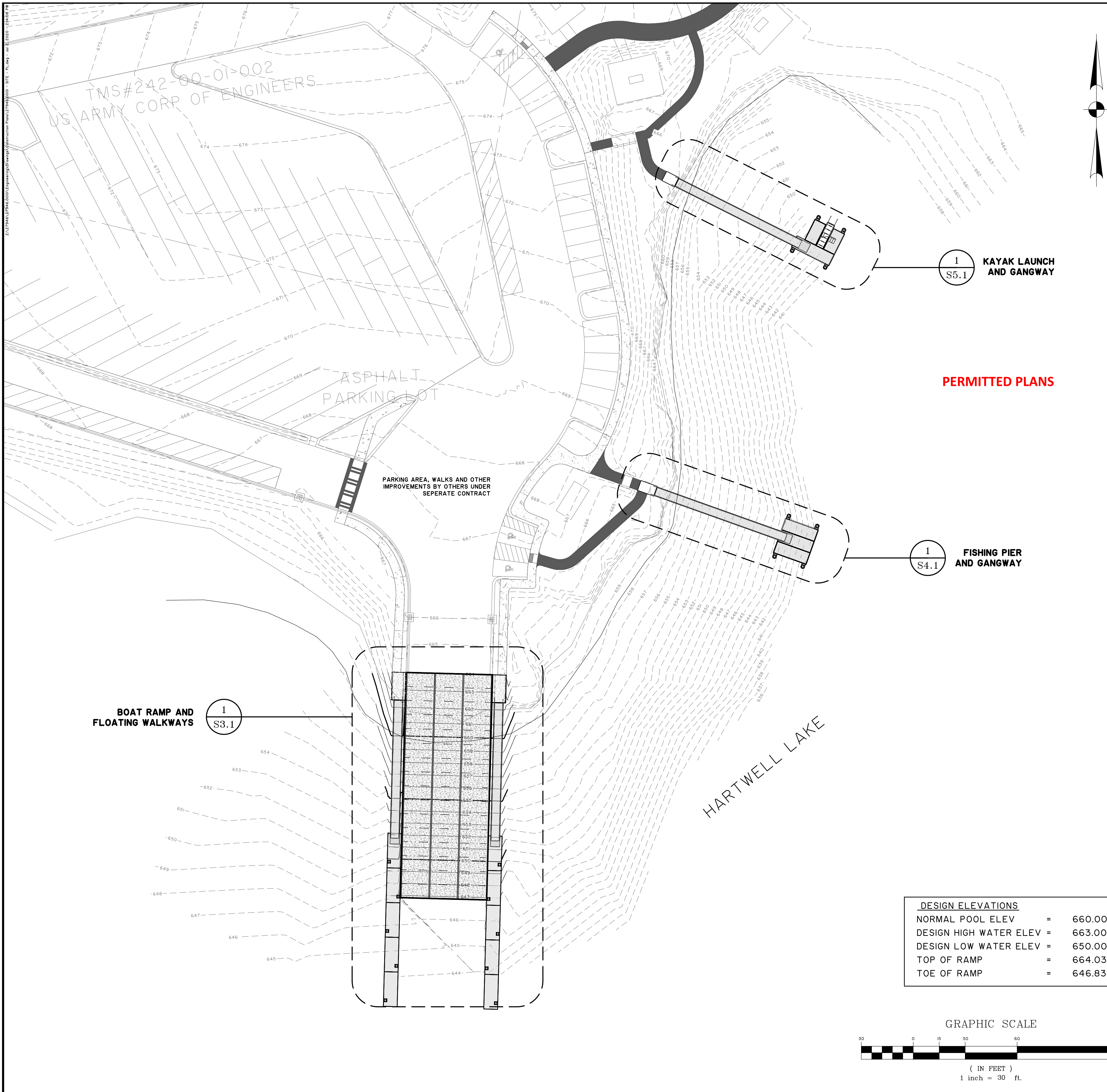
- [Light Gray Box] LIGHT DUTY ASPHALT PAVING
- [Cross-hatched Box] HEAVY DUTY ASPHALT PAVING
- [Stippled Box] CONCRETE PAVING



SUMMARY
 OWNER NAME: OCONEE COUNTRY PARKS & RECREATION
 OWNER ADDRESS: 1099 SOUTH COVER ROAD, SENECA, SC 29672
 TAX PARCEL NUMBER: 249-00-01-002
 CURRENT ZONING: MISCELLANEOUS
 FUTURE PROPERTY USE: N/A
 TOTAL SITE ACREAGE: ± 5.6 A.C.
 PARKING: STANDARD PARKING PROVIDED: 30, BOAT TRAILER PARKING PROVIDED: 49, HANDICAP PARKING PROVIDED: 4
 100 YEAR FLOOD - THE PROPOSED DEVELOPMENT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN - 45073C0365C OF THE FEMA FLOOD INSURANCE RATE MAPS FOR OCONEE COUNTY.

- NOTES:**
- ALL DIMENSIONS ARE TO EDGE OF ASPHALT OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - DISTANCES AND BEARINGS ARE BASED ON CENTERLINES.
 - ALL SIGNS SHALL MEET MUTCD STANDARDS (CURRENT EDITION)
 - ALL TRAILER AND PEDESTRIAN PARKING SHALL BE 5" WHITE STRIPING WITH EXCEPTION OF ADA SPACES.

SAC-2020-01315
 Seneca Creek Boat Ramp
 Oconee County, South Carolina
 Sheet 3 of 9
 September 15, 2021

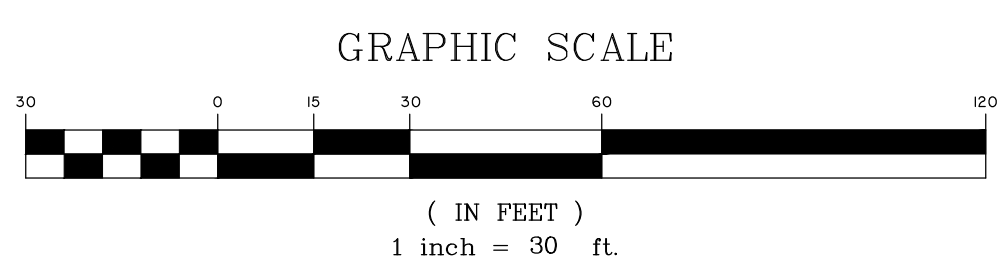


1
S5.1
KAYAK LAUNCH
AND GANGWAY

1
S4.1
FISHING PIER
AND GANGWAY

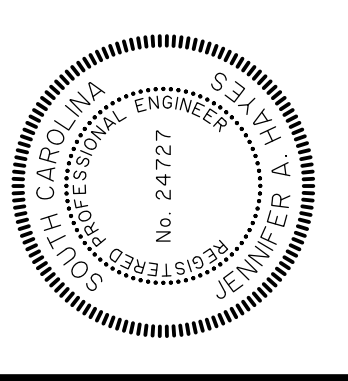
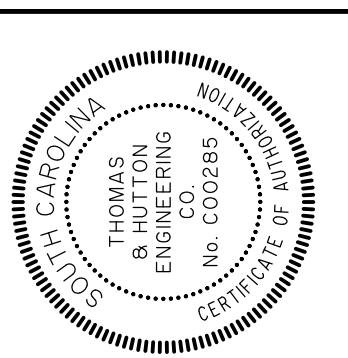
1
S3.1
BOAT RAMP AND
FLOATING WALKWAYS

DESIGN ELEVATIONS	
NORMAL POOL ELEV	= 660.00
DESIGN HIGH WATER ELEV	= 663.00
DESIGN LOW WATER ELEV	= 650.00
TOP OF RAMP	= 664.03
TOE OF RAMP	= 646.83



PERMITTED PLANS

SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 4 of 9
September 15, 2021



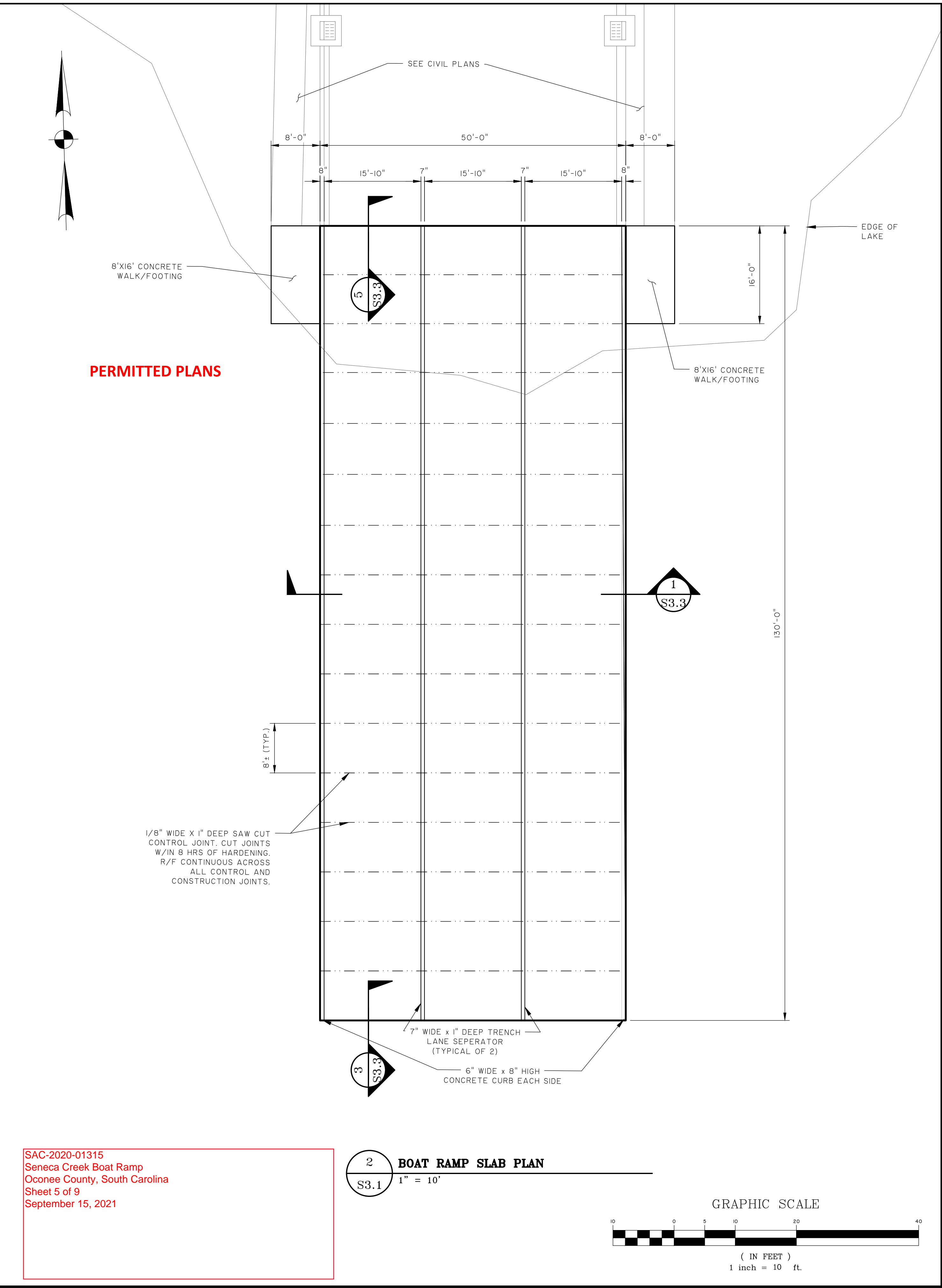
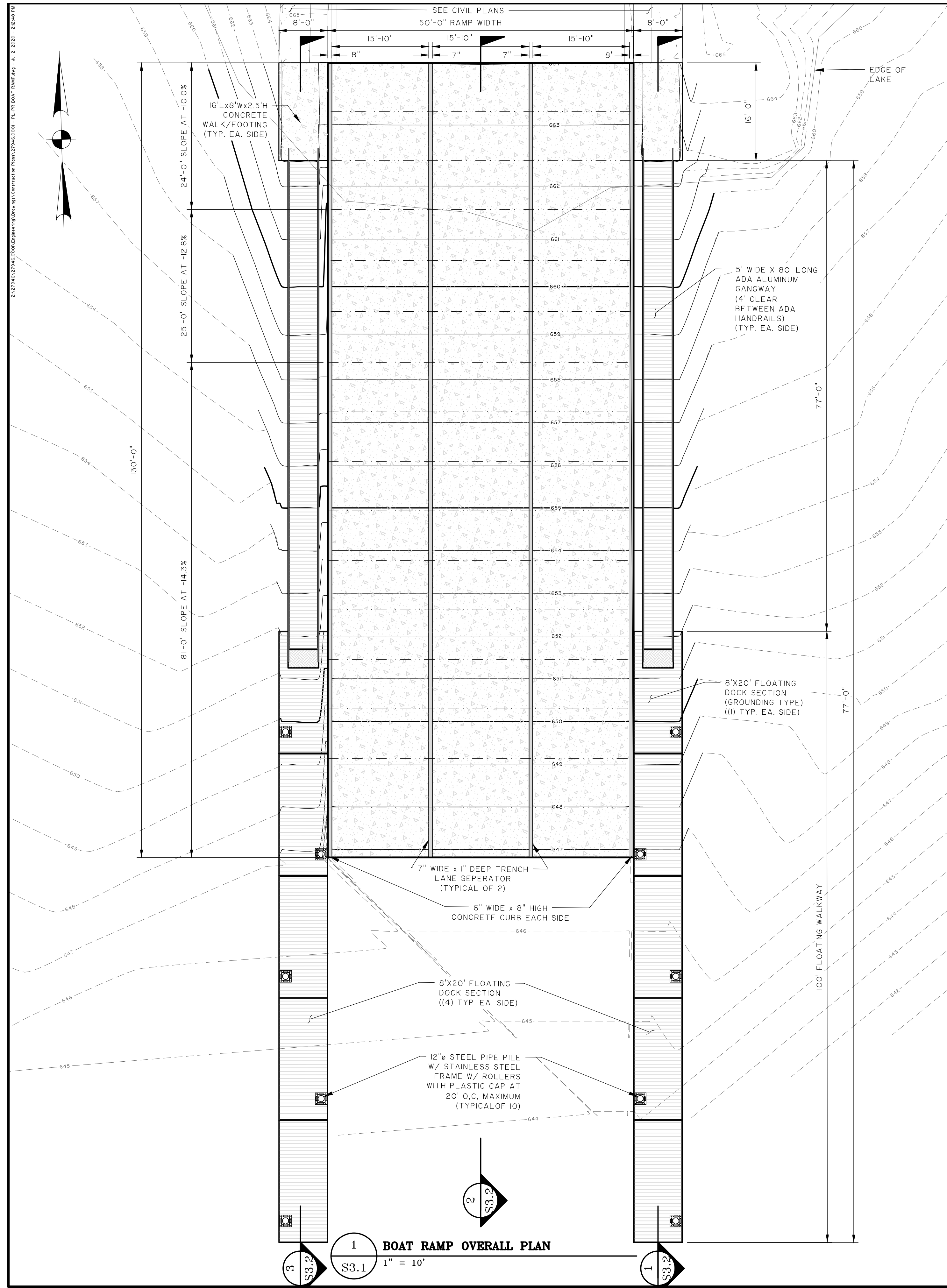
NO.	REVISIONS	BY	DATE

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OCONEE COUNTY PARKS & REC
SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
SITE PLAN

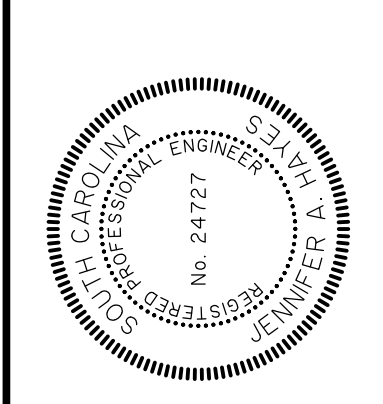
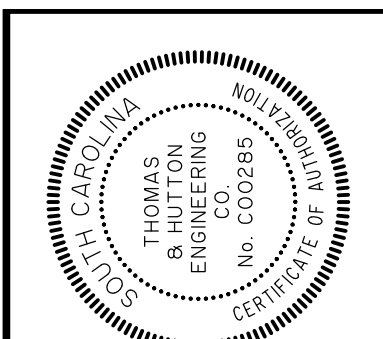
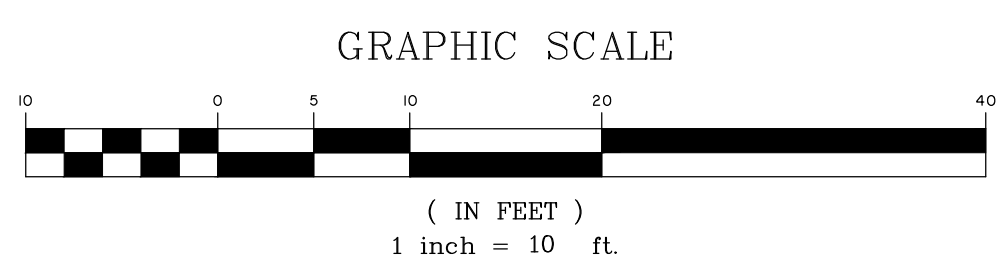
JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	RAS
DESIGNED:	JAH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	1" = 30'

S2.1



SAC-2020-01315
 Seneca Creek Boat Ramp
 Oconee County, South Carolina
 Sheet 5 of 9
 September 15, 2021

2 BOAT RAMP SLAB PLAN
 S3.1 1" = 10'



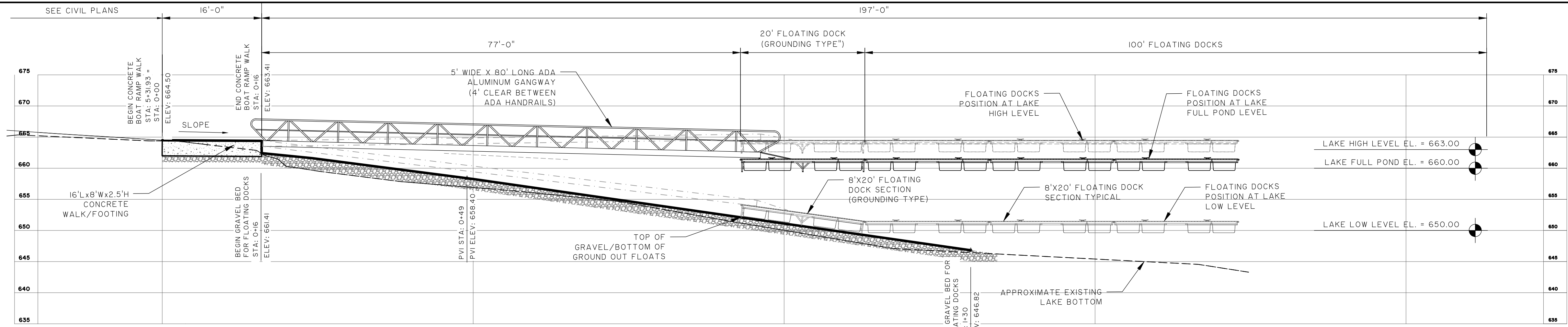
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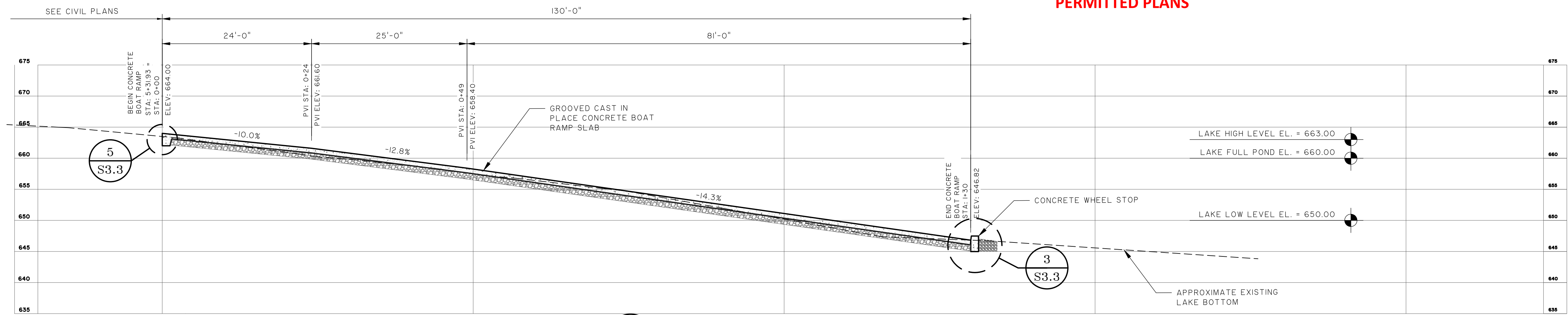
OCONEE COUNTY PARKS & REC
 SENECA, SOUTH CAROLINA
 SENECA CREEK ROAD BOAT RAMP
 BOAT RAMP - PLANS

JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	RAS
DESIGNED:	JAH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

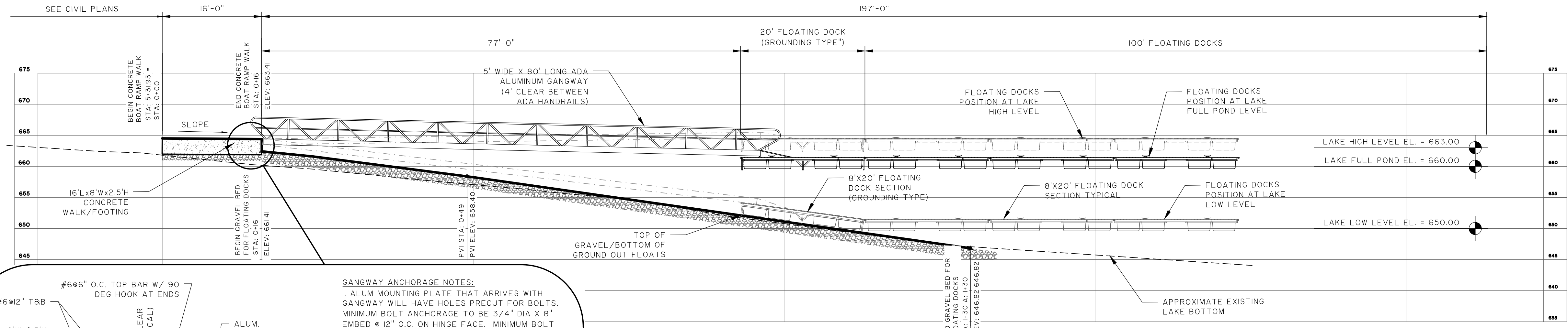
S3.1



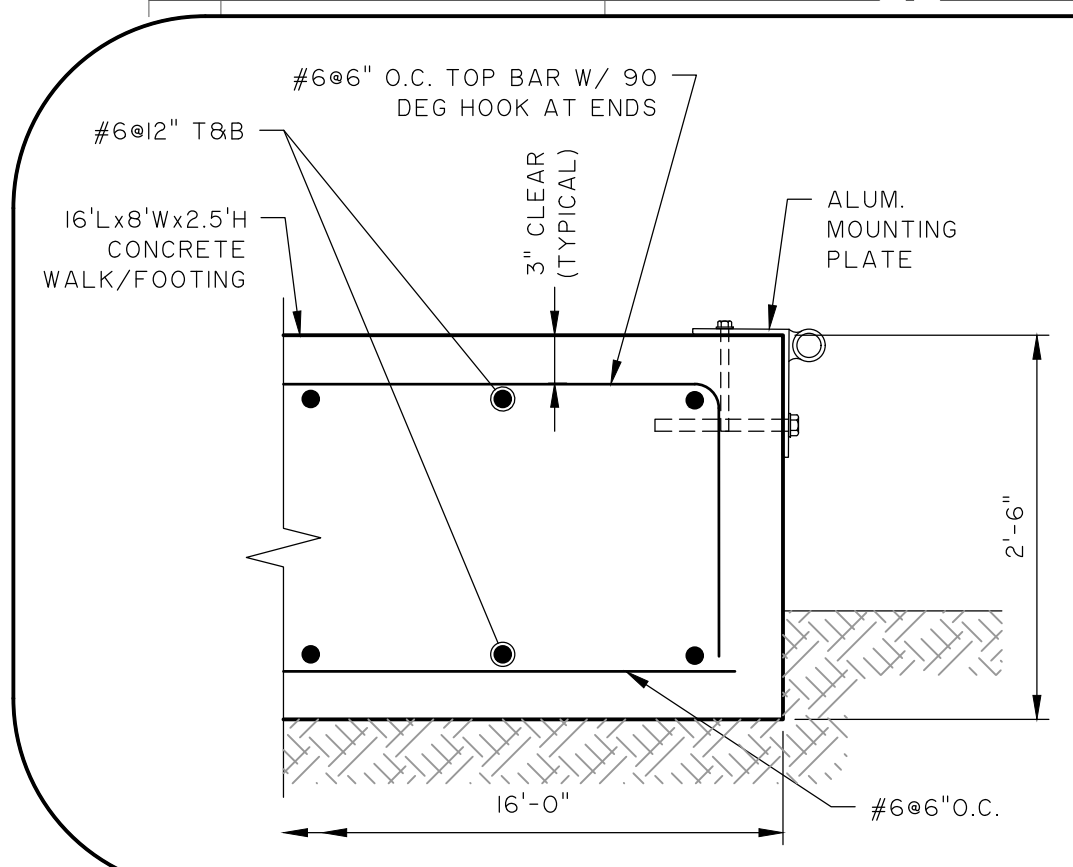
1 FLOATING DOCK SECTION - LEFT SIDE
S3.2 1" = 10'



1 BOAT RAMP SECTION
S3.2 1" = 10'



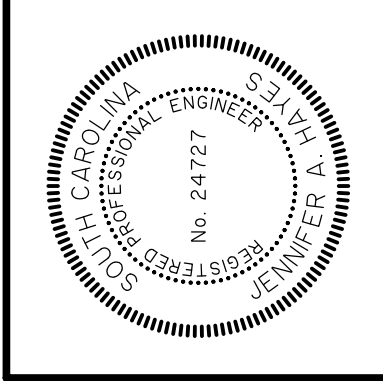
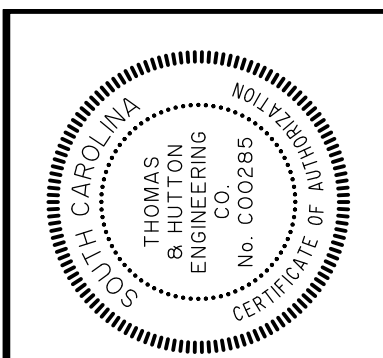
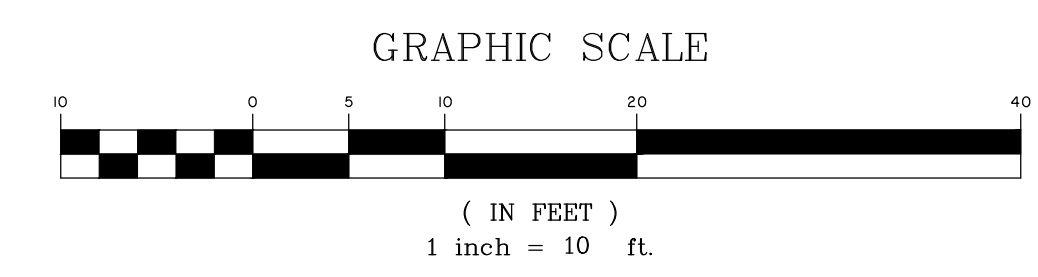
3 FLOATING DOCK SECTION - RIGHT SIDE
S3.2 1" = 10'



- GANGWAY ANCHORAGE NOTES:**
1. ALUM MOUNTING PLATE THAT ARRIVES WITH GANGWAY WILL HAVE HOLES PRECUT FOR BOLTS. MINIMUM BOLT ANCHORAGE TO BE 3/4" DIA X 8" EMBED @ 12" O.C. ON HINGE FACE. MINIMUM BOLT ANCHORAGE FOR TOP PLATE TO BE 1/2" DIA. X 6" EMBED @ 12" O.C.
 2. IF SPACING OF HOLES IS GREATER THAN THOSE REQUIRED IN NOTE 1, ENGINEER TO BE NOTIFIED FOR REVIEW.
 3. IF ANCHORS ARE POST INSTALLED, USE HILTI HY200 EPOXY ADHESIVE SYSTEM.
 4. BOLTS TO BE GALVANIZED OR SS. WASHERS NEEDED BETWEEN BOLTS AND PLATE.
 5. TOP BOLT MAY NEED TO BE A CARRIAGE BOLT FOR CLEARANCE UNDER TREAD PLATE.
 6. DESIGN TO BE CONFIRMED FOLLOWING RECEIPT OF GANGWAY SHOP DRAWINGS AND LOADS FOR SELECTED GANGWAY.

PERMITTED PLANS

SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 6 of 9
September 15, 2021



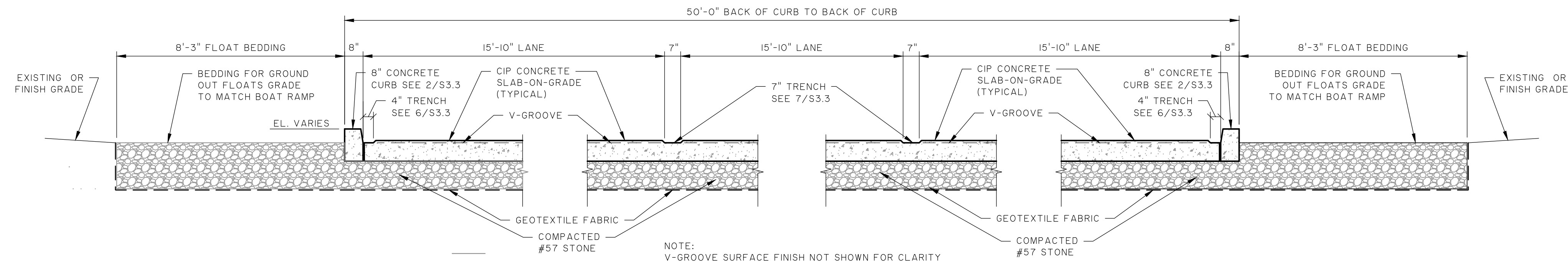
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OCONEE COUNTY PARKS & REC
SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
BOAT RAMP - SECTIONS

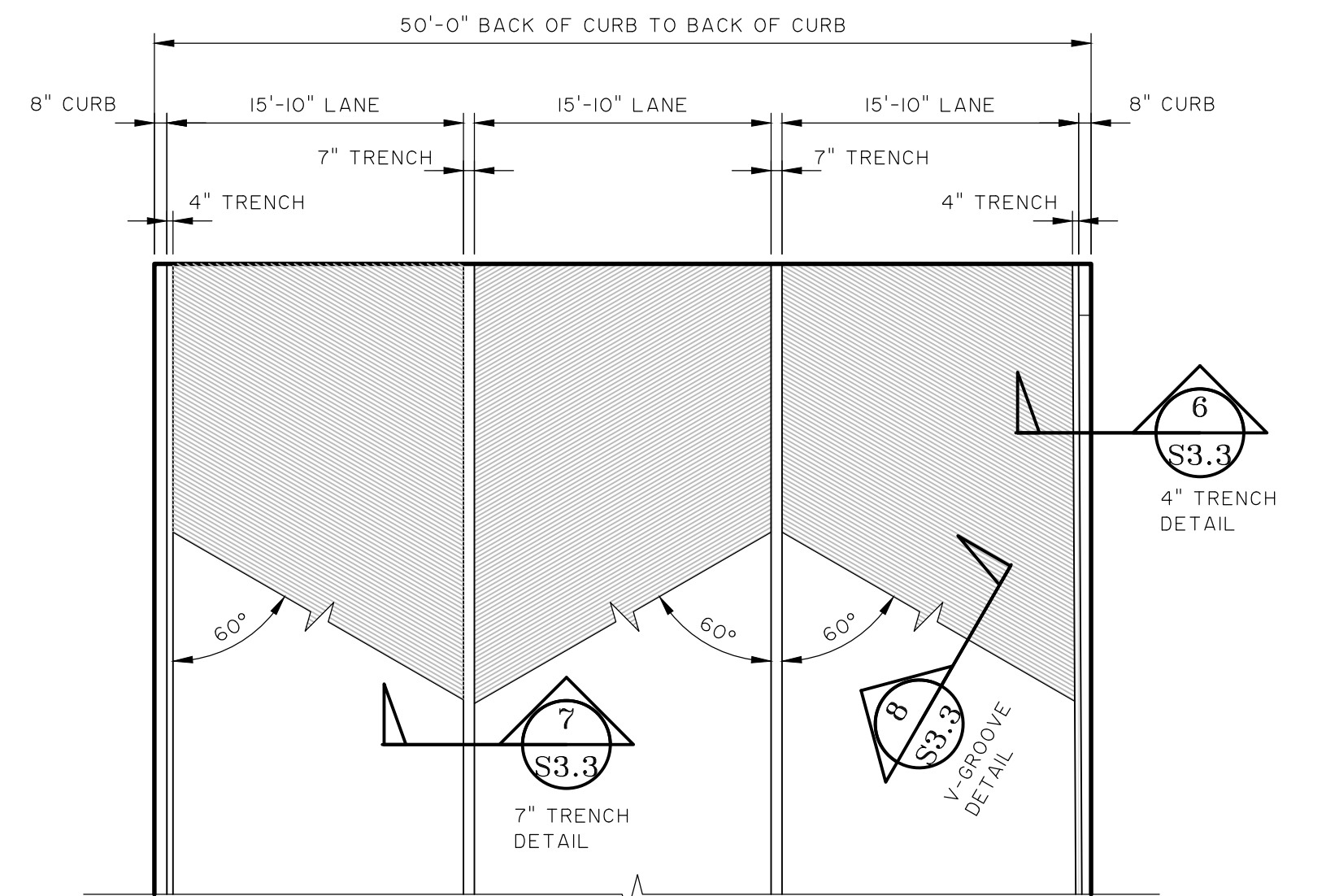
JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	JLS
DESIGNED:	JLW
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

S3.2

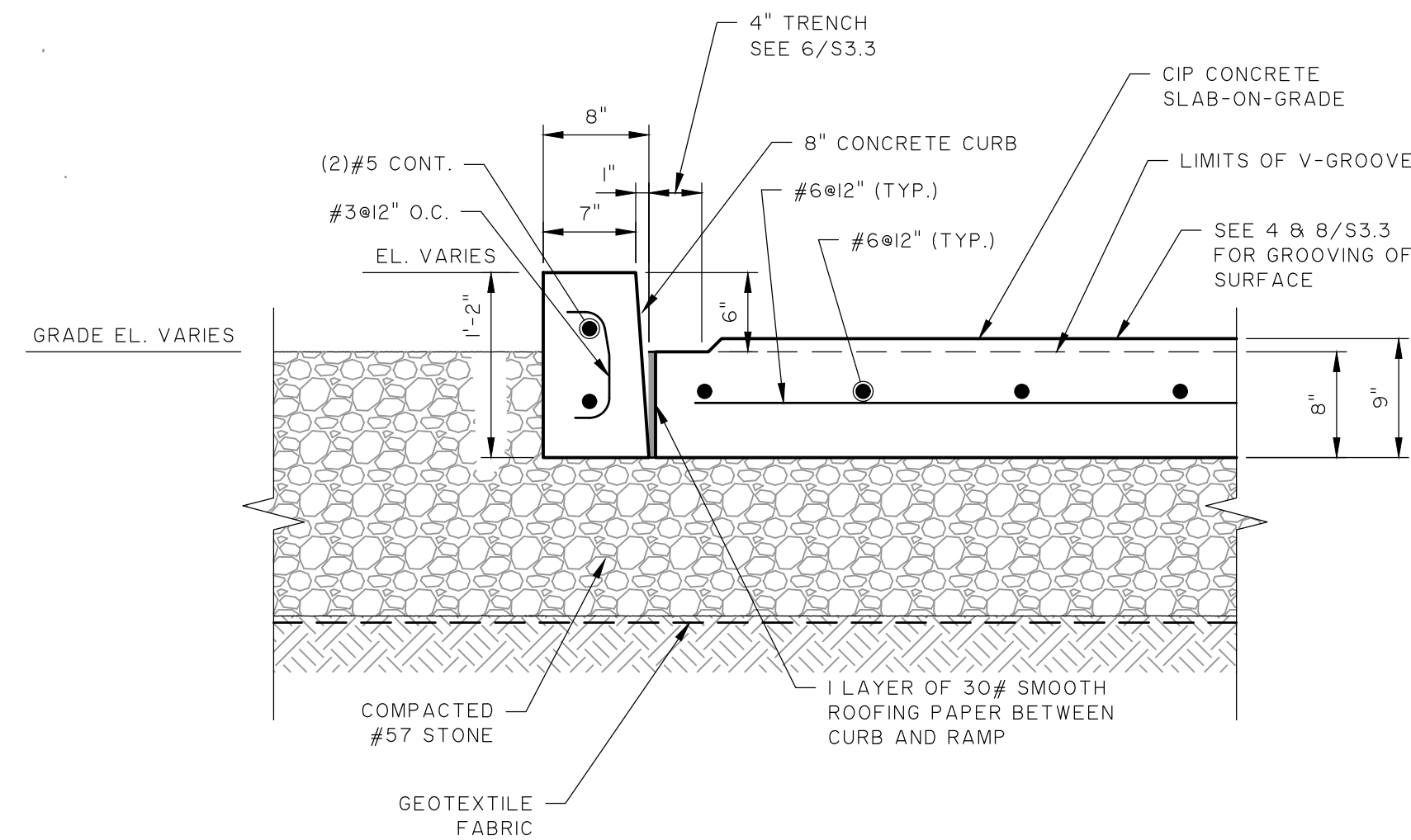


1 BOAT RAMP SECTION
 S3.3 3/8" = 1'-0"

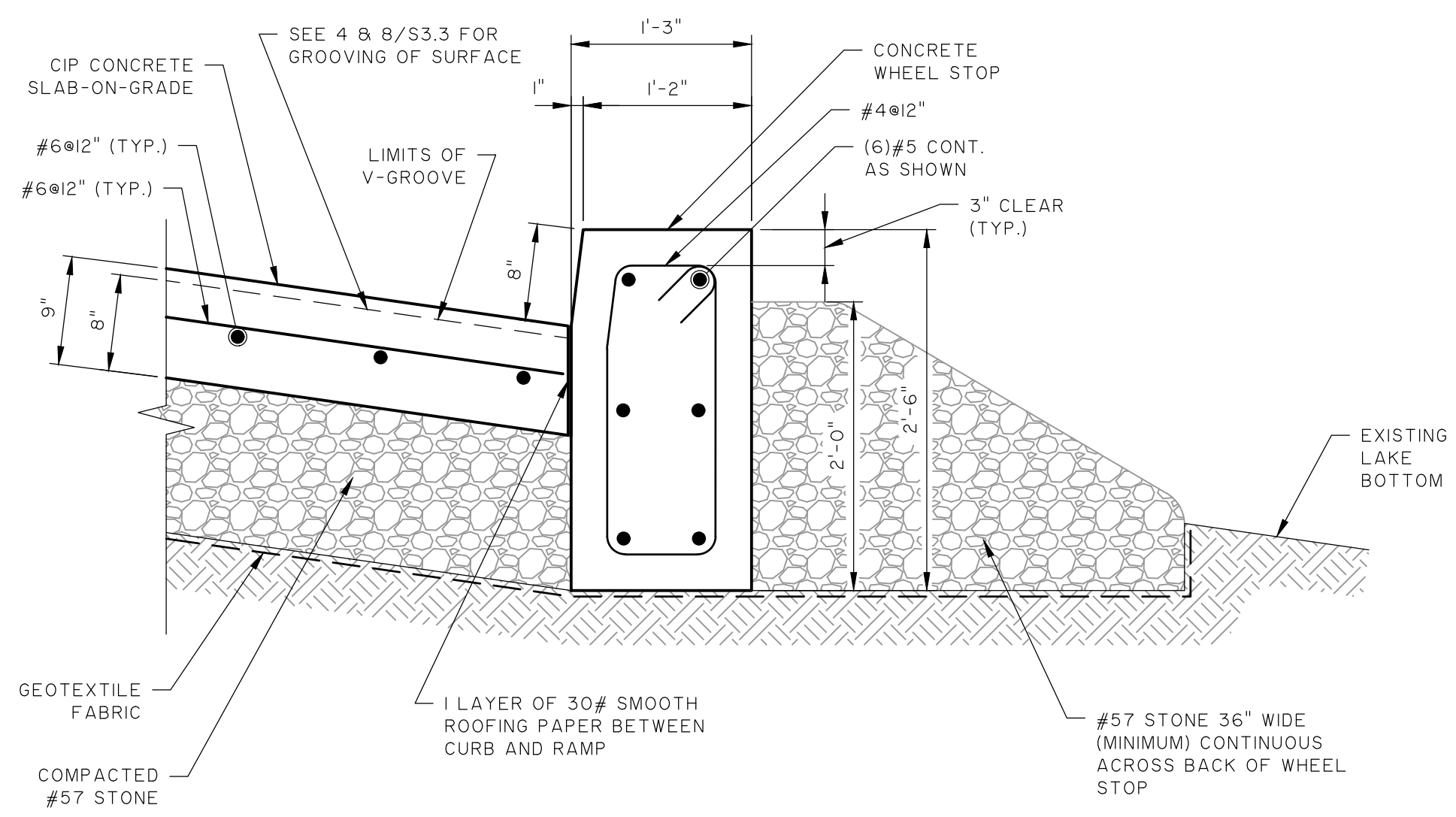
PERMITTED PLANS



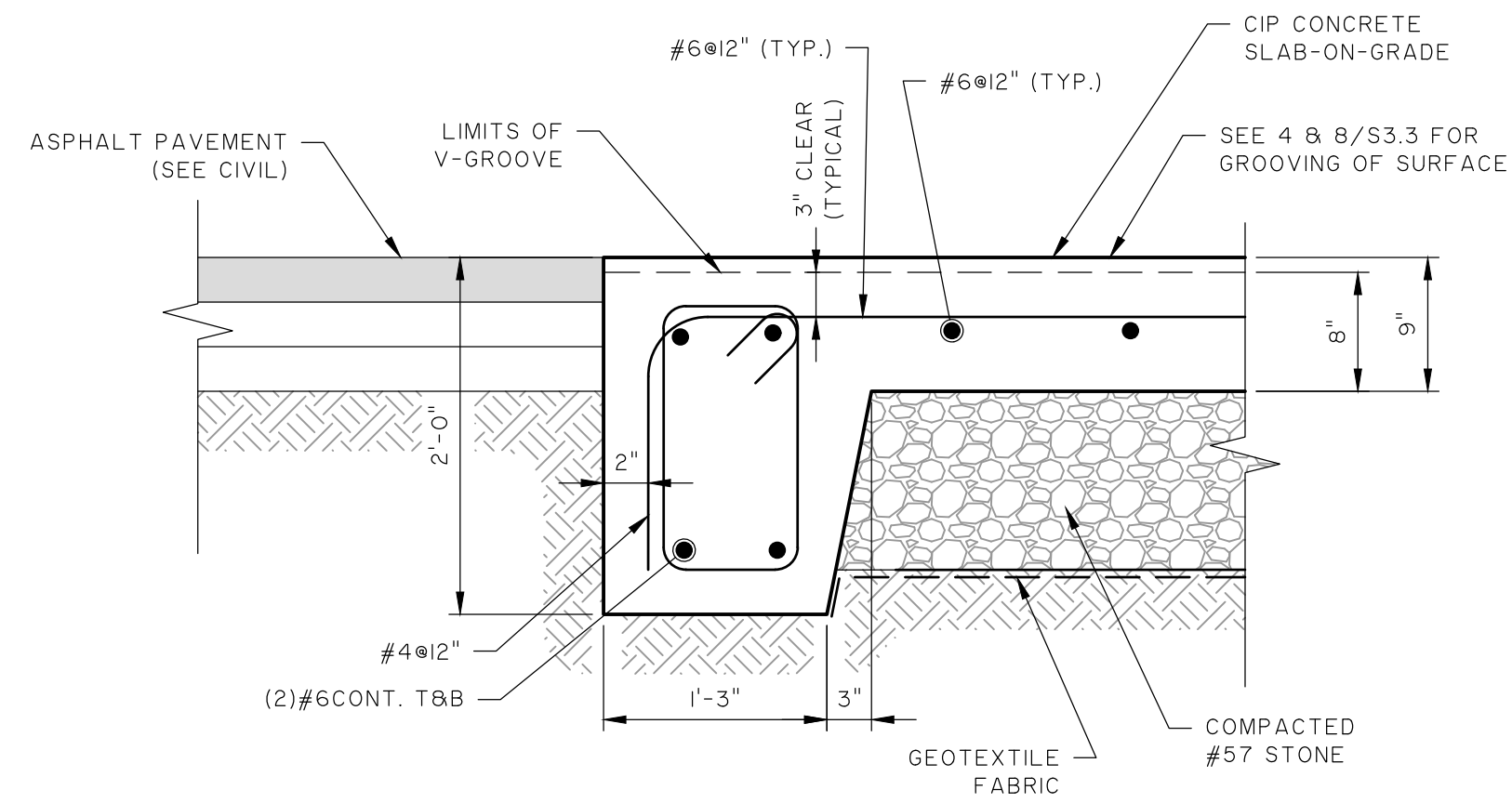
4 PLAN - V-GROOVE
 S3.3 1" = 10'



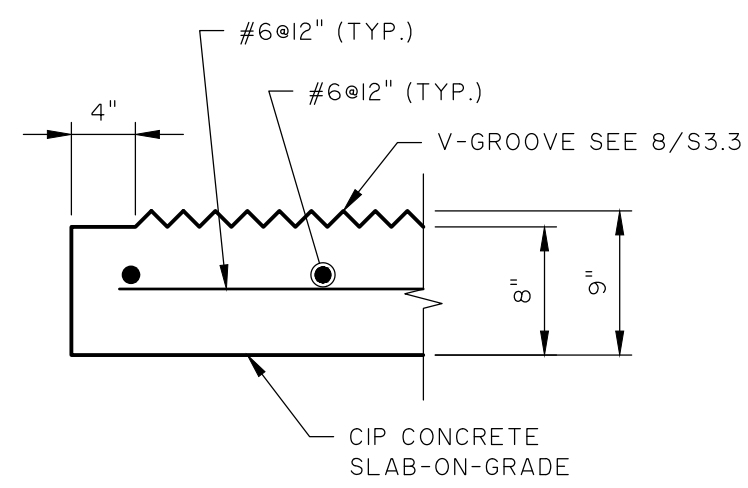
2 BOAT RAMP CURB SECTION
 S3.3 1" = 1'-0"



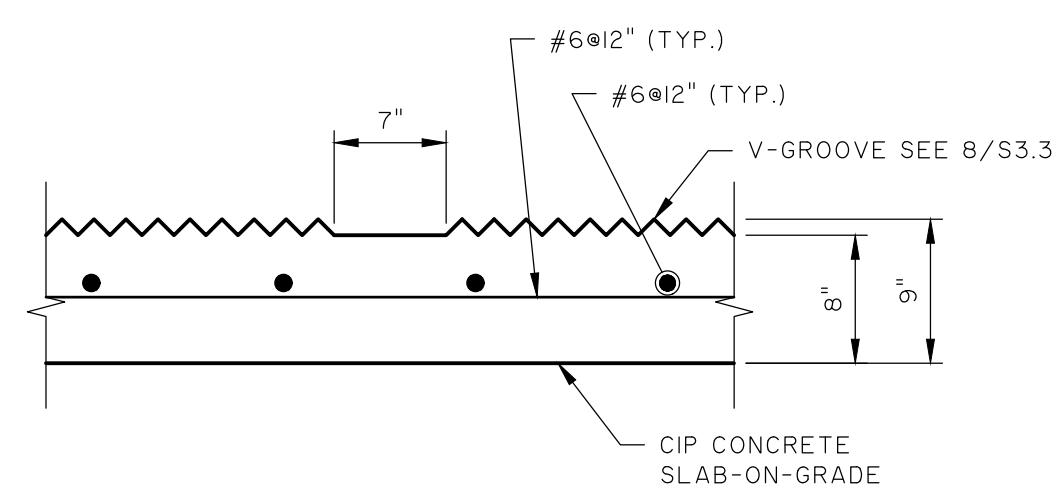
3 BOAT RAMP WHEEL STOP SECTION
 S3.3 1" = 1'-0"



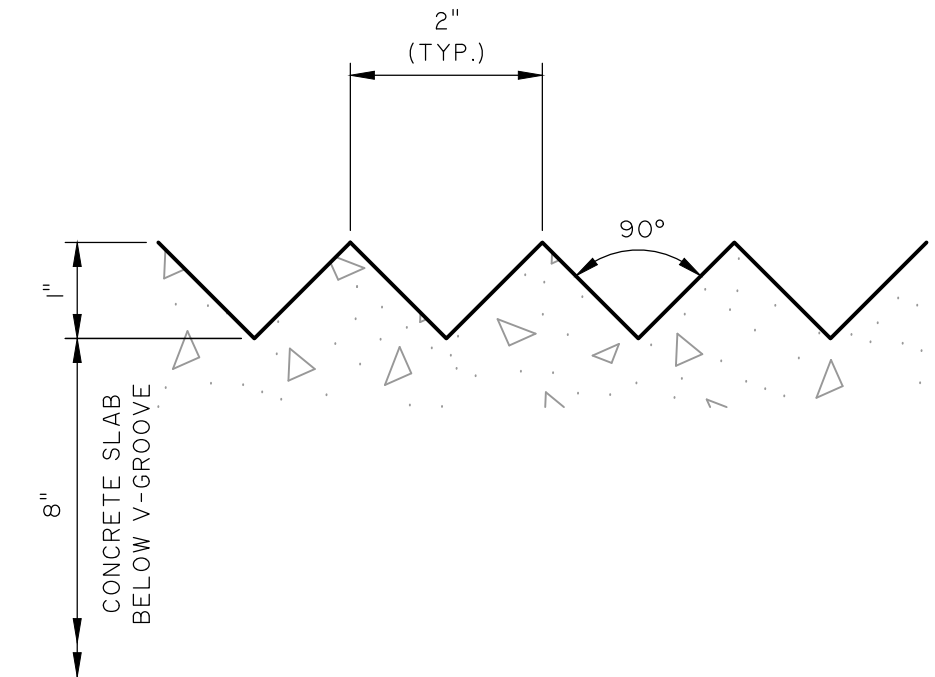
5 TOP OF BOAT RAMP SECTION
 S3.3 3/8" = 1'-0"



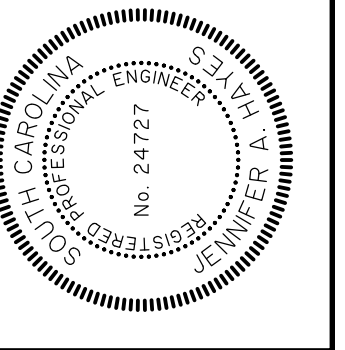
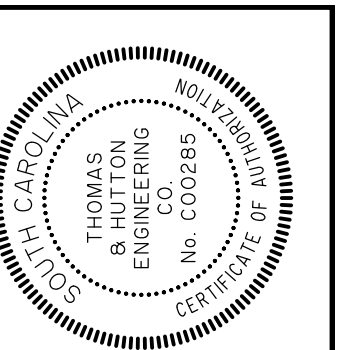
6 4" TRENCH DETAIL
 S3.3 1" = 1'-0"



7 7" TRENCH DETAIL
 S3.3 1" = 1'-0"



8 V-GROOVE DETAIL
 S3.3 6" = 1'-0"



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OCONEE COUNTY PARKS & REC
 SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
BOAT RAMP - DETAILS

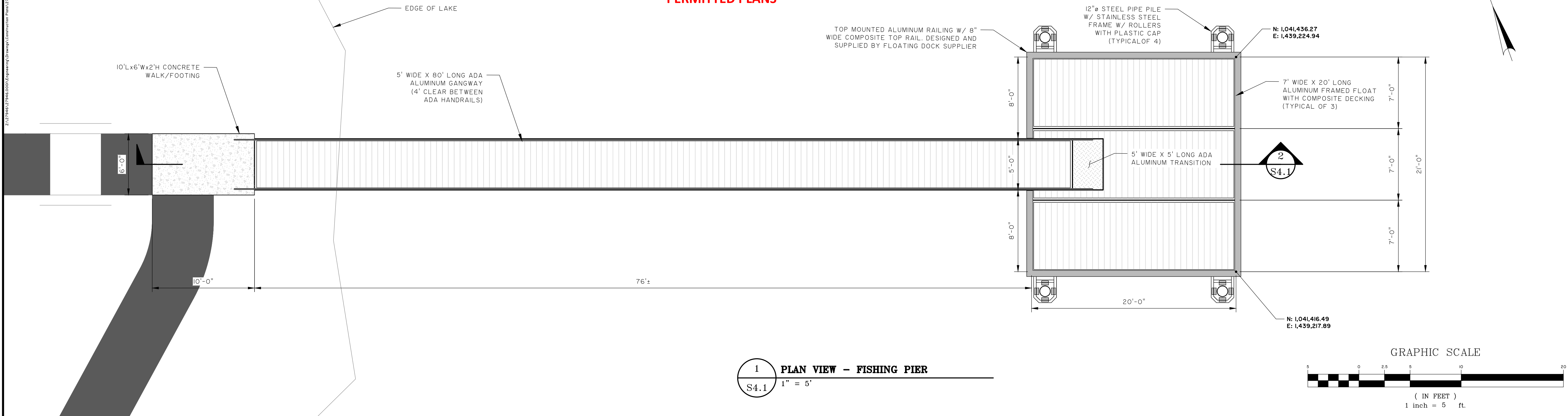
JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	RAS
DESIGNED:	JAH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

S3.3

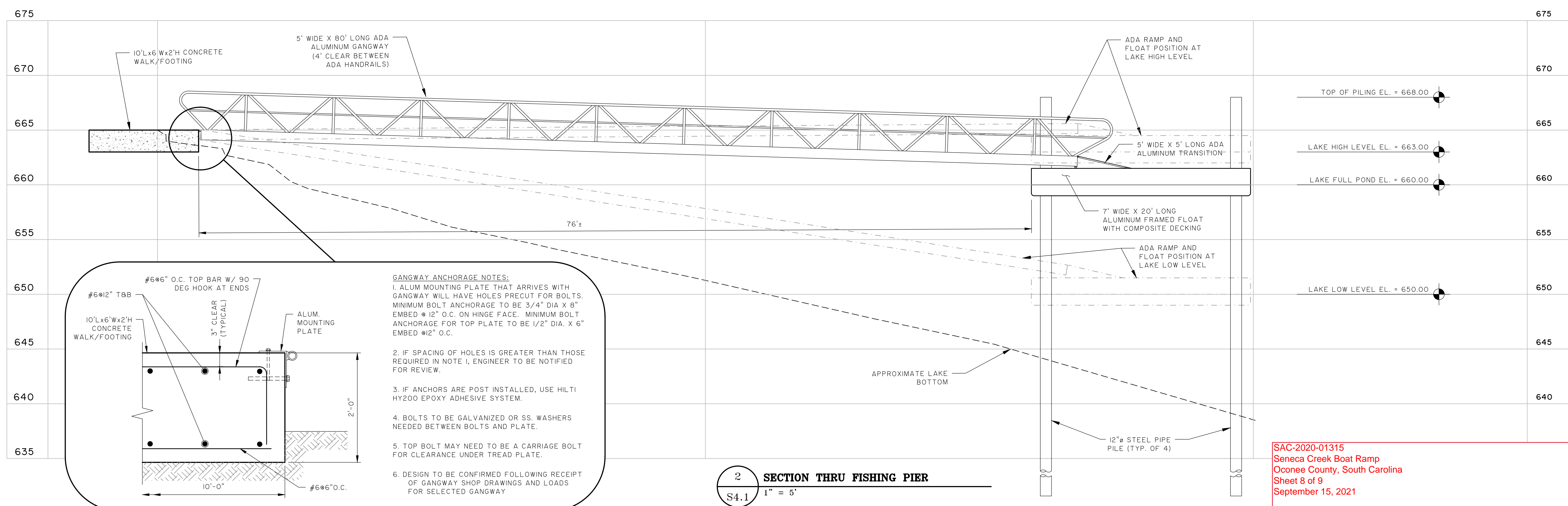
SAC-2020-01315
 Seneca Creek Boat Ramp
 Oconee County, South Carolina
 Sheet 7 of 9
 September 15, 2021

21/27/2021 12:48:00 PM C:\Users\jshannon\OneDrive\Documents\Seneca\Seneca\Drawings\Permitted Plans\27946.dwg - Apr 16, 2020 - 13:05:44 PM

PERMITTED PLANS

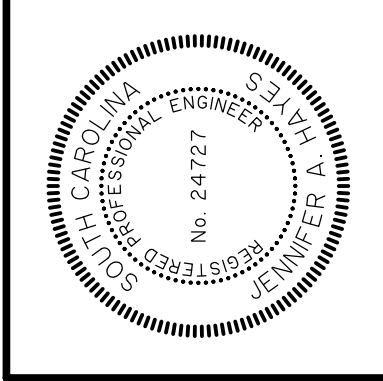
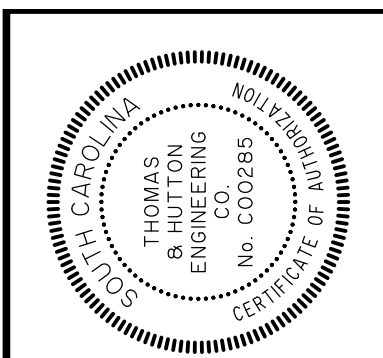


1 PLAN VIEW - FISHING PIER
S4.1 1" = 5'



2 SECTION THRU FISHING PIER
S4.1 1" = 5'

SAC-2020-01315
Seneca Creek Boat Ramp
Oconee County, South Carolina
Sheet 8 of 9
September 15, 2021



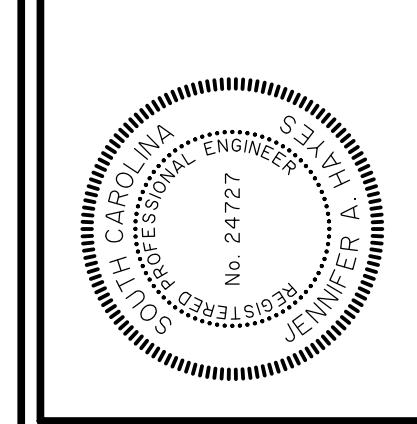
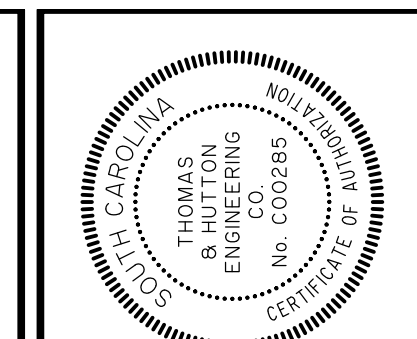
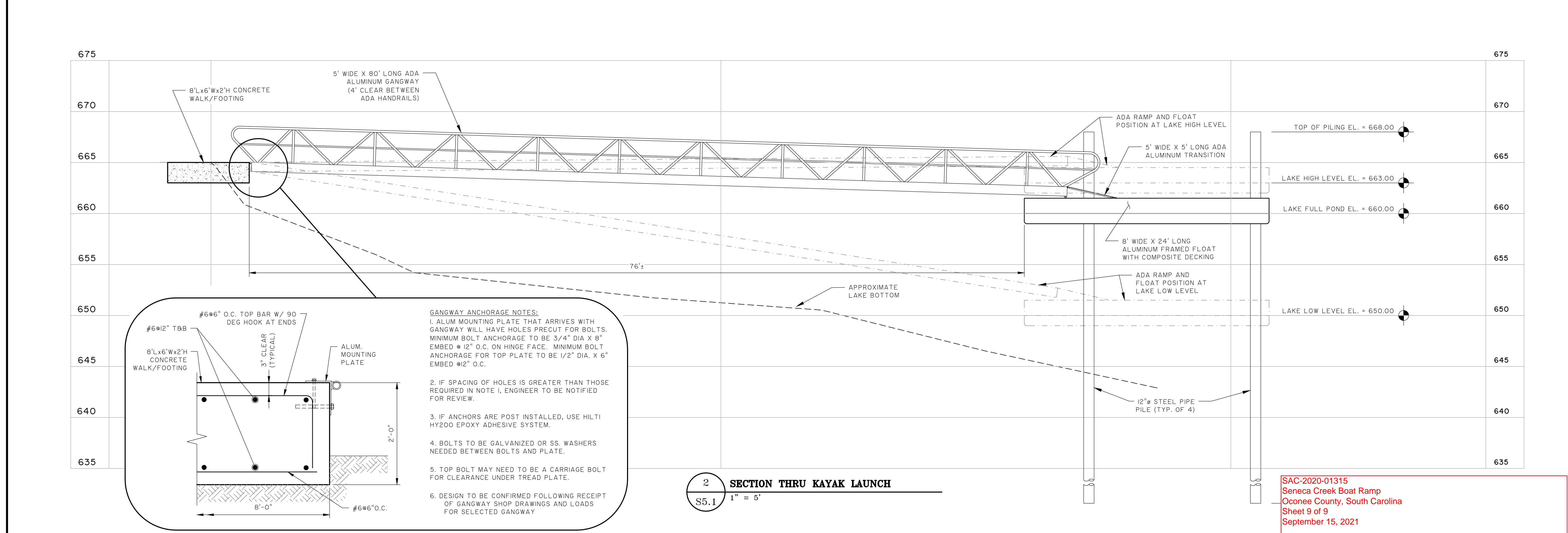
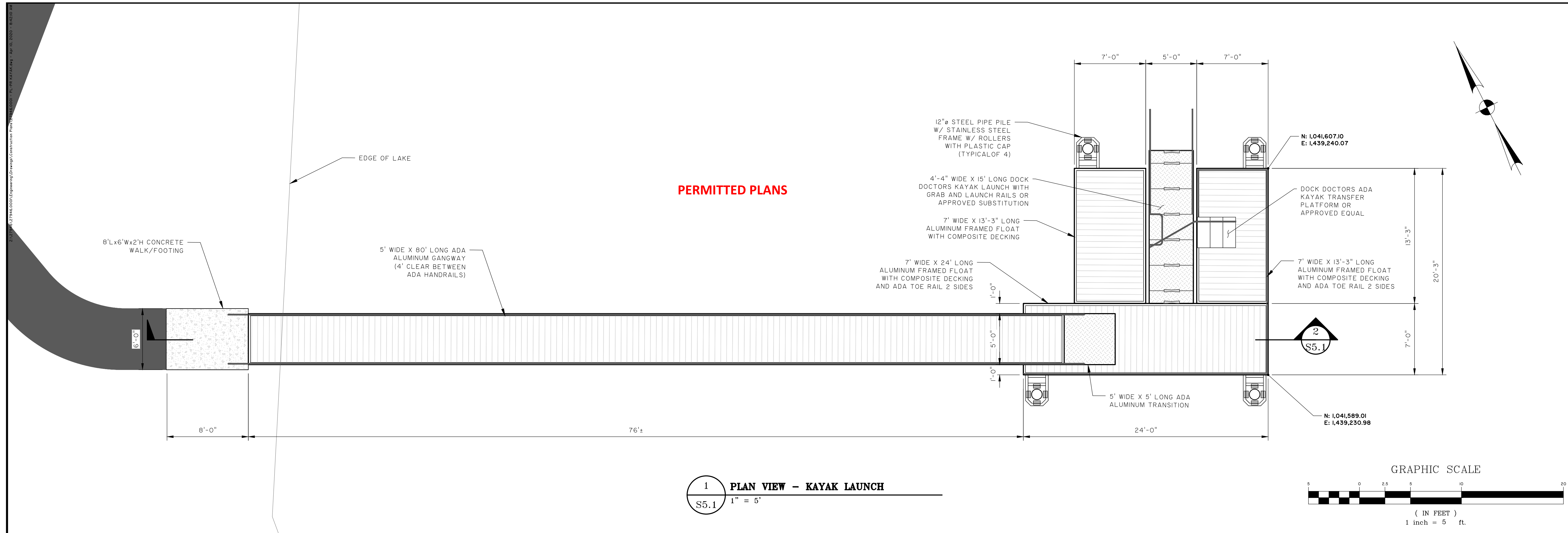
NO.	REVISIONS	BY	DATE

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OCONEE COUNTY PARKS & REC
SENECA, SOUTH CAROLINA
SENECA CREEK ROAD BOAT RAMP
FISHING PIER - PLAN AND PROFILE

JOB NO:	J-27946.0000
DATE:	07/20/2020
DRAWN:	RAS
DESIGNED:	JAH
REVIEWED:	KES
APPROVED:	JLH
SCALE:	AS NOTED

S4.1



NO.	REVISIONS	BY	DATE

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OCONEE COUNTY PARKS & REC
 SENECA, SOUTH CAROLINA
 SENECA CREEK ROAD BOAT RAMP
 KAYAK LAUNCH - PLAN AND PROFILE

JOB NO: J-27946.0000
 DATE: 07/20/2020
 DRAWN: JLS
 DESIGNED: JLM
 REVIEWED: KES
 APPROVED: JLM
 SCALE: AS NOTED

S5.1

SAC-2020-01315
 Seneca Creek Boat Ramp
 Oconee County, South Carolina
 Sheet 9 of 9
 September 15, 2021

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-16**

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

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”);

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30 of the South Carolina Code of Laws, among other sources, to create boards and commissions for the betterment of the County;

WHEREAS, Sections 2-398 through 2-409 of the Code of Ordinances contains terms, provisions, and procedures applicable to the County Conservation Bank (the “Conservation Bank Ordinance”); and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County, and that there is a need to amend, specifically, the Conservation Bank Ordinance, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. The Conservation Bank Ordinance is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a copy of the Conservation Bank Ordinance that specifies the changes reflected in Exhibit A. Exhibit B is for illustrative purposes only and shall not be codified.

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

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

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 21, 2022
Second Reading: July 19, 2022
Third Reading: August 16, 2022
Public Hearing: August 16, 2022

EXHIBIT A

- CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 9. COUNTY CONSERVATION BANK

DIVISION 9. - COUNTY CONSERVATION BANK

Sec. 2-398. - Establishment of bank.

There is hereby established the Oconee County Conservation Bank in order to protect lands with significant natural, cultural, and/or historic resources in Oconee County that meet the criteria set forth in Section 2-403, by providing a financial incentive to willing landowners to convey either a conservation easement or fee simple title to Eligible recipients (as defined herein).

Sec. 2-399. - Definitions.

"Application" means application to participate in the program addressed by this ordinance, including its grants.

"Bank" or *"OCCB"* for purposes of this division means the Oconee County Conservation Bank.

"Board" means the governing board of the Bank.

"Conservation easement" means an interest in real property as defined by Chapter 8 of Title 27 South Carolina Code of Laws, the South Carolina Conservation Easement Act of 1991.

"Council" or *"County Council"* means Oconee County Council.

"County" means Oconee County, South Carolina.

"Eligible OCCB recipient" or *"Recipient"* means any of the following:

- (1) Oconee County;
- (2) A municipality in Oconee County;
- (3) An independent agency or commission in Oconee County whose mission directly relates to the conservation of lands and natural, cultural and historic resources;
- (4) A not-for-profit charitable corporation or trust authorized to do business in this state and organized and operated for natural resource conservation, land conservation, or historical preservation purposes, and having tax-exempt status as a public charity under the Internal Revenue Code of 1986, as amended, and having the power to acquire, hold, and maintain Interests in land for these purposes;
- (5) Federal, state, and local agencies organized and operated for natural resource protection, land conservation, or historical preservation purposes.

"Interests in lands" means fee simple titles to lands or Conservation easements on land.

"Land" means real property, including highlands and wetlands of any description.

Sec. 2-400. - Board.

- (a) The Bank will be governed by a seven-member Board ("Board") appointed by Oconee County Council in accordance with the following requirements and recommendations:
 - (1) Each Board member's primary residence shall be located in Oconee County; and

(2) At least one of the appointed Board members shall be from each of the County Council districts; and

(3) The Council shall endeavor to appoint but not require candidates to be appointed as follows:

- A Board member or executive officer of a charitable corporation or trust authorized to do business in this state that is one of the following: (i) actively engaged in the acquisition of Interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or (ii) is organized for historic or cultural preservation purposes; or (iii) is an organization that represents hunting, fishing, or outdoor recreation interests; and
 - A Board member who is an owner of rural real property who is actively engaged in the management and operation of forestlands, farmlands, or wildlife habitat; and
 - A Board member who is actively engaged in one of the following: (i) the real estate business; or (ii) the business of appraising forestland, farmland, or Conservation easements; or (iii) the business of banking, finance, or accounting; or (iv) a licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.
 - To the extent possible, all appointed Board members should have a demonstrated background, experience, and interest in the conservation of lands with significant natural, cultural and/or historical resources.
- (b) The initial terms of the at-large Board members shall be for two years, the terms of the Board members from County Council district numbers 1, 3 and 5 shall be for three years, and the terms for the Board members from County Council district numbers 2 and 4 shall be for four years. Thereafter, all terms shall be for four years. All members may be reappointed. Vacancies shall be filled for the unexpired portion of the term.
- (c) Members shall serve without compensation, but may receive such mileage and per diem as may be authorized and appropriated by Oconee County Council. The Board shall elect a chair and other officers as the Board deems necessary. The Board shall adopt rules and procedures to conduct its meetings, consistent with those used by County Council.
- (d) The Board is a public body and its members are hereby expressly subject to, among other applicable laws and regulations, the South Carolina Ethics Act, and the South Carolina Freedom of Information Act, as amended, and shall perform their duties in accordance with their provisions.
- (e) The Board shall meet at least three times per year in regularly scheduled meetings and in special meetings as the chair may call, all open to the public (except for executive sessions when duly held in accordance with law). All meetings shall be conducted in accordance with the South Carolina Freedom of Information Act.
- (f) The Board shall report to Council any member who, without adequate excuse such as documented illness, misses three consecutive meetings or a majority of meetings for any year.

Sec. 2-401. - Board duties and responsibilities.

- (a) The Board is authorized to:
- (1) Award grants from the OCCB fund (defined herein) to Eligible OCCB recipients for the purchase of land or Interests in land that meet the criteria contained in Section 2-403; and
 - (2) Apply for and receive funding for the OCCB fund, for the Bank, from federal, state, private and other sources, to be used as provided in this division; and
 - (3) Receive charitable contributions and donations, including through endowment funding to the OCCB, to the OCCB fund, for the Bank, to be used as provided in this division; and
 - (4) Receive contributions to the OCCB fund, for the Bank, in satisfaction of any public or private obligation for environmental mitigation or habitat conservation, whether such obligation arises out of law, equity,

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- contract, regulation, administrative proceeding, or judicial proceeding. Such contributions shall be used as provided for in this division; and
- (5) To, upon approval by County Council, transfer OCCB funds to a conservation-related endowment, or similar entity or agreement, for the purposes stated herein.
- (b) To carry out its functions, the Bank shall:
- (1) Operate a program which includes:
 - a. Developing a ranking system for Applications for program participation, including grants, pursuant to the criteria contained in Section 2-403;
 - b. Receiving grant and participation Applications from Eligible OCCB recipients pursuant to Section 2-404;
 - c. Evaluating Applications from Eligible OCCB recipients for eligibility for grants and to participate in the program pursuant to Section 2-404;
 - d. Reviewing and ranking Applications from Eligible OCCB recipients for grants and to participate in the program pursuant to the ranking system;
 - e. Recommending the approval of certain Applications to County Council pursuant to Section 2-404;
 - (2) Establish additional guidelines and procedures, consistent with this division, as necessary to implement this division; and
 - (3) Submit an annual report to Oconee County Council concerning all matters addressed by this division.
- (c) The County Administrator is directed to provide administrative resources and support needed to operate and manage the OCCB, other than financial resources and support, to the extent possible, and within existing resources of the County. When and if deemed appropriate by the Board, the Board may seek County Council's approval to hire permanent staff, who will be County staff, reporting to the Administrator.
- (d) Operating expenses of the Bank may be paid out of the OCCB fund in accordance with Oconee County Policies and Procedures, and, as authorized and appropriated by County Council, provided such expenses shall not exceed ten percent of the total annual OCCB funding amount. Notwithstanding any other provision of this division, Oconee County tax dollars shall not be used for the operation or purposes of the Bank.

Sec. 2-402. - OCCB fund.

The Oconee County Treasurer shall establish an account separate and distinct from all other funds appropriated by County Council, called the Oconee County Conservation Bank Fund (the "OCCB fund"). The OCCB fund shall receive monies, awards, and assets from third parties, including but not limited to donors, the state, or from the County according to one or more funding measures approved by Oconee County Council. The Council acknowledges and agrees that County funding measures should be undertaken as soon as feasible, consistent with overall budget priorities of the County, in order to avoid escalating land costs and lost acquisition opportunities. The OCCB fund shall be used only for the purposes set forth herein. Funds donated to the OCCB by third parties shall not be re-directed by Council.

Sec. 2-403. - Criteria.

- (a) The Board shall use the following conservation criteria in developing a ranking system for Applications pursuant to Section 2-401(b)(1).
 - (1) Environmental sensitivity.
 - a. Presence of wetlands.

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- b. Frontage on USGS Blue Line Stream.
 - c. Water quality classification of such stream by the South Carolina Department of Health and Environmental Control.
 - d. Presence of threatened/endangered species.
 - e. Habitat suitable for threatened/endangered species.
 - f. Habitat suitable for native wildlife species.
 - g. Extent of biological diversity.
 - h. Presence of unique geological/natural features.
 - i. Plans for restoration
- (2) Percentage of property sharing a boundary with protected land.
 - (3) Historic/cultural features.
 - a. Contains feature designated on the National Historic Register.
 - b. Contains feature eligible for the National Historic Register.
 - c. Contains historic/prehistoric structures.
 - d. Contains historic/prehistoric site or location of a historic event.
 - (4) Percentage of property containing prime/statewide important soil types.
 - (5) Extent of active farming on property and extent proposed to be kept as wooded land or farmland.
 - (6) Extent of public visibility of property.
 - a. Visibility from public roads.
 - b. Visibility from public land.
 - (7) Scenic view from property or preservation of general scenic nature of that part of County.
 - (8) Extent of public access.
 - (9) Location of property.
 - (10) Threat of development.
 - (11) Size of property.
 - (12) Potential water quality impact on a wetland or water body that is not part of the property.
- (b) The Board shall use the following financial criteria in developing the ranking system for Applications for participation in the program and grants pursuant to Subsection 2-402(b)(1).
 - (1) Funding percentage of appraised fee simple or Conservation easement value requested;
 - (2) Amount of applicable partnerships, matching contributions, management agreements, management leases, and similar collaborations among state agencies, federal agencies, Eligible OCCB recipients, and local governments, boards, and commissions;
 - (3) No matching funds or other contributions are required to receive grants from the OCCB fund. However, the commitment of such other funds shall be a factor considered by the Board in its evaluation and recommendation of the Applications.

Sec. 2-404. - Program and procedures.

- (a) *Application.*

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- (1) An Eligible OCCB recipient independently or in conjunction with the landowner may apply for a grant from the OCCB by submitting an Application in accordance with the rules and procedures established by the Board under and consistent with this division;
 - (2) Prior to the submission of its Application, the Eligible OCCB recipient must notify in writing the owner of the land that is the subject of the Application of the following:
 - a. That Interests in land purchased with OCCB funds result in a permanent conveyance of such Interests in land from the landowner to the Eligible OCCB recipient and its assigns; and
 - b. That it may be in the landowner's interest to retain independent legal counsel, perform appraisals, create surveys, and seek other professional advice; and

The Application must contain an affirmation that the notice requirement of this subsection has been met, and the commitment of the landowner to convey title to or an easement on the property if grant funds are approved for the property, all signed by the landowner and duly notarized by a notary public of the State of South Carolina.

- (3) At the time of the submission of its Application, the Eligible OCCB recipient must notify in writing all landowners adjacent to the property and all lessees of the property of the submission of its Application and informing the adjacent landowners and lessees that they have thirty (30) days from receipt of said notice to submit to the Board, in writing, their views in support of or in opposition to the Application.
- (4) In each Application, the Eligible OCCB recipient must provide information regarding how the proposal meets the criteria contained in Section 2-403.
- (5) For each grant Application the applicant shall specify:
 - a. The purpose of the Application;
 - b. How the Application satisfies the criteria contained in Section 2-403;
 - c. The uses to which the land will be put;
 - d. The party responsible for managing and maintaining the land; and
 - e. The parties responsible for enforcing any Conservation easement or other restrictions upon the land.
- (6) Where an Eligible OCCB recipient seeks an OCCB grant to acquire fee title to land, the Eligible OCCB recipient must demonstrate both the expertise and financial resources to manage the land for the purposes set forth in its Application. The Board shall require an Eligible OCCB recipient acquiring fee simple title to land to place a Conservation easement on such property.
- (7) Where an Eligible OCCB recipient seeks an OCCB grant to acquire a Conservation easement, the Eligible OCCB recipient must demonstrate both the expertise and financial resources to monitor and enforce the restrictions placed upon the land for the purposes set forth in its Application. The Board shall evaluate each proposal to determine the qualifications of the proposed managing party and to determine whether the proposed management is consistent with the purposes set forth in the Application.
- (8) The Board shall establish reasonable procedures and requirements to ensure that the personal information of Eligible OCCB recipients and landowners is protected as permitted by the South Carolina Freedom of Information Act.

(b) *Application review.*

- (1) The Board shall accept three rounds of Applications per calendar year in accordance with the following deadlines: April 1st, August 1st, and November 1st.

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- (2) The Board shall evaluate each Application according to the criteria contained in Section 2-403 of this division and recommend approval of Application and associated grants to County Council based on how well the proposals meet these criteria. The more criteria a proposal satisfies, the higher priority it shall be given.
 - (3) The Board shall evaluate each Application and submit recommendations to County Council within 90 days of each Application deadline referred to in Subsection (b)(1). The recommendation of an Application may be for full approval, partial approval or disapproval.
 - (4) In recommending the awarding of a grant from the OCCB fund, the Board shall set forth findings that indicate the items below. The Board may delegate to one of its members this duty to write a report summarizing the Board's findings and delivering it to Council:
 - a. How the Application meets the criteria set forth in Section 2-403;
 - b. The purpose of the award and the use to which the land will be put;
 - c. The party responsible for managing and maintaining the land;
 - d. The party responsible for monitoring and enforcing any Conservation easements or other restrictions upon the land;
 - e. How the parties designated in items c. and d. possess the expertise and financial resources to fulfill their obligations;
 - f. The availability of funds in the OCCB fund for the award;
 - g. Any other findings or information relevant to the award.
 - (5) County Council shall take action on the Board's recommendations within 30 days of the Board's submission thereof. The Council shall consider and vote on each recommendation individually. The Council shall accept the recommendation of the Board for the award of a grant unless (i) it is determined that there are not sufficient funds in the OCCB fund for the award or (ii) at least a majority of the Council members present and voting vote to reject the recommendation. If the Board's recommendation for the award of a grant is approved by Council, the award shall be made and the transaction closed in accordance with Subsection (c).
 - (6) The Board may only authorize grants to purchase Interests in lands at or below fair market value pursuant to a current (within twelve (12) months of grant approval by County Council), independent certified appraisal. The Board may accept a market analysis update covering the time period from the date of the original appraisal to the present in the form of a letter prepared and signed by the original appraiser. Said market analysis update letter must be submitted to the Board no later than thirty (30) days prior to the next scheduled Board meeting. The Board shall establish reasonable procedures and requirements to ensure the confidentiality of appraisals.
- (c) *Grant award.*
- (1) The Board shall notify the Eligible OCCB recipient of its recommendation and the action taken by County Council on the Application.
 - (2) If the Board recommends the Application in whole or in part and the recommendation is approved by County Council in accordance with Subsection (b)(5), the Eligible OCCB recipient shall have a period of four months from the date of the County Council's approval to decide whether to accept the award. At closing, the Eligible OCCB recipient shall execute and record a grant agreement or memorandum thereof, which shall be in a form approved by the Board. Said grant agreement shall include provisions for the indemnification and reimbursement of the OCCB for improperly used OCCB funds, or title issues or defects, perpetual monitoring and enforcement, and other actions pursuant to Section 2-405.
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- (3) The Eligible OCCB recipient shall submit the following documents to the Board prior to closing the transaction and the Board and the County Attorney or an attorney designated by the County Administrator on recommendation of the Board shall review and approve the documents before OCCB funds can be disbursed:
- a. A certified appraisal satisfying the requirements of Subsection 2-404(b)(6);
 - b. Final drafts of the:
 - i. Conservation easement and/or deed,
 - ii. settlement statement,
 - iii. title insurance commitment and exceptions,
 - iv. grant agreement required pursuant to Subsection 2-404(c)(4),
 - v. subordination agreement and any other documents that will be recorded at or after closing.
 - c. A Phase 1 environmental site assessment - In order to identify potential liability pursuant to applicable state or federal environmental laws or regulations, a certified Phase 1 environmental site assessment shall be conducted on lands before the disbursement of OCCB funds for the acquisition of any interest in such lands where the Application is for more than \$30,000 or ten percent of the appraised fair market value of either the Conservation easement or fee simple acquisition, whichever value is smaller. However, the Board shall have the discretion to require a Phase 1 environmental site assessment for Applications for grants of \$30,000 or less if it determines that the circumstances warrant an assessment. In the event that a Phase 1 environmental site assessment reveals issues of concern on or at the property, the Board may determine and require that follow-up by the Eligible OCCB recipient is necessary prior to the disbursement of OCCB funds.
- (4) Eligible OCCB recipients receiving monies from the OCCB fund shall retain all records of acquisition of Interests in land with OCCB funds including, but not limited to deeds, title documents, contracts, surveys, inventories, appraisals, title insurance policies, environmental assessments, Applications, and closing documents and provide copies of the executed settlement statement, title insurance commitment and exceptions, and all recorded documents showing the Register of Deeds time and date stamp to the OCCB.
- (5) The Board shall disburse OCCB funds to Eligible OCCB recipients and the closing shall occur after all applicable requirements of this section are fully satisfied, provided the closing shall take place no later than one year after the Eligible OCCB recipient and owner of the Interest in land decide to accept the award unless the Board, for good cause shown, extends the deadline for a period not to exceed six months.
- (6) No later than sixty (60) days after the day of closing, the OCCB grant recipient shall submit a report to the Board describing how the OCCB grant funds were distributed or used and the status of the project. The report shall include supporting documentation, such as the closing settlement statement, disbursement statement, and the recorded Conservation easement or deed.

Sec. 2-405. Use of funds.

- (a) Only Eligible OCCB recipients may acquire Interests in lands with OCCB funds.
 - (b) The Bank may purchase an Interest in land on behalf of Oconee County subject to the criteria contained in Section 2-403.
 - (c) OCCB funds shall be used only by Eligible OCCB recipients for the acquisition of Interests in land, including closing costs. "Closing costs" shall include recording fees, deed transfer or documentary stamp fees, the costs
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of performing the work and providing the documentation required under Subsection 2-404(c)(3), attorney's fees, and the cost of obtaining surveys or an updated market analysis pursuant to Subsection 2-404(b)(6). The Board shall have the discretion to allow the OCCB funds to be used solely for closing costs after considering the amount of the award, the value of the project, the amount of the closing costs, or other factors. In the event that OCCB determines that OCCB funds were spent for purposes other than those listed in this subsection or the grant agreement, the Eligible OCCB recipient or landowner shall reimburse the OCCB in the amount of the improperly used funds, plus interest.

- (d) All Interests in land acquired with OCCB funds shall be held by the Eligible OCCB recipient approved by the Board to acquire the Interest in land; except that an Interest in land obtained with OCCB funds may be assigned from one Eligible OCCB recipient to another upon approval of the Board by majority vote. In the event that there is a mortgage on any property interest protected through the use of OCCB funds, the Eligible OCCB recipient and landowner, if any, shall notify and inform the mortgagee or debtholder that the mortgage will be subordinate to the Conservation easement or conservation provisions in the deed. The Eligible OCCB recipient shall provide the OCCB with a copy of the notice and information to the mortgagee.
- (e) The owner of the fee simple title to property for which a Conservation easement was purchased with OCCB funds, whether the original owner that conveyed the Conservation easement or a successor-in-interest, may reacquire and terminate or extinguish the Conservation easement, whether in whole or in part, only by complying with all of the following: (i) proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control such as through eminent domain; (ii) obtaining unanimous approval by the OCCB Board; (iii) obtaining unanimous approval by County Council; (iv) obtaining approval by the Oconee County Court of Common Pleas; and (v) making payment in cash to the OCCB fund of whichever is higher of the amount of the grant or its equivalent percent of the current conservation value. Equivalent percent means the ratio of the grant to the original conservation value, as determined by a certified appraisal paid for by the owner of fee simple title to the property.
- (f) If an Eligible OCCB recipient acquires fee simple title to land for conservation and/or historic purposes with OCCB funds, that land may not be sold, transferred, assigned, alienated, or converted to a use other than the use set forth in the grant award except by complying with all of the following: (i) proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control, such as through eminent domain; (ii) obtaining unanimous approval by the OCCB Board; (iii) obtaining unanimous approval by the County Council; (iv) obtaining approval by the Oconee County Court of Common Pleas; and (v) making payment in cash to the OCCB fund of whichever is higher of the amount of the grant or its equivalent percent of the current conservation value. Equivalent percent means the ratio of the grant to the original conservation value, as determined by a certified appraisal paid for by the Eligible OCCB recipient.
- (g) If any Interests in lands that have been acquired by an Eligible OCCB recipient with OCCB funds are extinguished, terminated, sold, transferred, assigned, alienated, or converted pursuant to Subsections (e) and (f), the Eligible OCCB recipient extinguishing, selling, transferring, assigning, alienating, or converting the Interests in land shall replace them with the Interests in land of substantially equal current fair market value, with any excess from the sale of the prior Interests being used by contribution to the OCCB fund. The replacement land shall have the same or greater significance when evaluated under the criteria set forth in Section 2-403. The Board shall verify that suitable replacement Interests in lands have been identified and will be obtained before authorizing that any interest in land purchased with OCCB funds be extinguished, sold, transferred, assigned, alienated, or conveyed. Where replacement in whole or in part is impossible, funds realized which are not used for replacement Interests in land must be credited to the OCCB fund. Where funding for an original acquisition was from multiple sources, funds realized must be credited to the OCCB fund under this section in proportion equal to the contribution that OCCB funds made to the original acquisition.

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- (h) The Eligible OCCB recipient or landowner shall notify the Board in the event that a claim against the title to the property has been made.
 - (i) In the event that the title to the protected property interest is invalidated or otherwise found to be deficient, the Board shall be reimbursed by the Eligible OCCB recipient and/or landowner in an amount up to the amount of the award approved by County Council and disbursed to the Eligible OCCB recipient.
 - (j) In the event that there is no Conservation easement on a property funded by the OCCB, the County Administrator shall be responsible for ensuring that landowner complies with the ordinance and for enforcing the provisions of the ordinance. The grant agreement shall specify that the County shall be able to access the property for monitoring and/or enforcement purposes in perpetuity.

Sec. 2-406. - Eminent domain or condemnation proceedings.

OCCB funds may not be used to acquire Interests in lands or other interests in real property through the exercise of any power of eminent domain or condemnation proceedings.

Sec. 2-407. - Recreational and economic use.

The provisions of this division shall not be construed to eliminate or unreasonably restrict hunting, fishing, farming, forestry, timber management, or wildlife habitat management, as regulated by the law of this state, upon lands for which Interests in lands are obtained pursuant to this division. These and other traditional and compatible activities may be conducted, where appropriate, upon lands protected with OCCB funds.

Sec. 2-408. - Conservation easements.

When OCCB funds are used to purchase a Conservation easement on land, the Conservation easement shall be the controlling legal document regarding what is and what is not permitted upon the land, how the land will be protected, and what rights are vested with the Eligible OCCB recipient and its assigns which holds the Conservation easement. If any inconsistencies or ambiguities arise between the provisions of this ordinance and the terms and conditions of the Conservation easement purchased with OCCB funds, the terms and conditions of the Conservation easement shall prevail. The Eligible OCCB recipient shall have sole responsibility for monitoring the property subject to the Conservation easement and for enforcing the terms and conditions thereof.

Sec. 2-409. Historic properties.

The Board may authorize up to ten percent of the annual OCCB appropriation to acquire Interests in land that qualify solely as a historic or cultural feature according to the criteria contained in Section 2-403.

EXHIBIT B

- CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 9. COUNTY CONSERVATION BANK

DIVISION 9. - COUNTY CONSERVATION BANK

Sec. 2-398. - Establishment of bank.

There is hereby established the Oconee County Conservation Bank in order to protect lands with significant natural, cultural, and/or historic resources in Oconee County that meet the criteria set forth in Section 2-403, by providing a financial incentive to willing landowners to convey either a conservation easement or fee simple title to Eligible recipients (as defined herein).

Sec. 2-399. - Definitions.¹

“Application” means application to participate in the program addressed by this ordinance, including its grants.

“Bank” or *“OCCB”* for purposes of this division means the Oconee County Conservation Bank.

“Board” means the governing board of the Bank.

“Conservation easement” means an interest in real property as defined by Chapter 8 of Title 27 South Carolina Code of Laws, the South Carolina Conservation Easement Act of 1991.

“Council” or *“County Council”* means Oconee County Council.

“County” means Oconee County, South Carolina.

“Eligible OCCB recipient” or *“Recipient”* means any of the following:

- (1) Oconee County;
- (2) A municipality in Oconee County;
- (3) An independent agency or commission in Oconee County whose mission directly relates to the conservation of lands and natural, cultural and historic resources;
- (4) A not-for-profit charitable corporation or trust authorized to do business in this state and organized and operated for natural resource conservation, land conservation, or historical preservation purposes, and having tax-exempt status as a public charity under the Internal Revenue Code of 1986, as amended, and having the power to acquire, hold, and maintain Interests in land for these purposes;
- (5) Federal, state, and local agencies organized and operated for natural resource protection, land conservation, or historical preservation purposes.

“Interests in lands” means fee simple titles to lands or Conservation easements on land.

¹Note: Excepting the term “land,” all defined terms in Section 2-399 have been capitalized throughout this amendment.

“Land” means real property, including highlands and wetlands of any description.

Sec. 2-400. - Board.

- (a) The Bank will be governed by a seven-member Board ("Board") appointed by Oconee County Council in accordance with the following requirements and recommendations:
- (1) Each Board member's primary residence shall be located in Oconee County; and
 - (2) At least one of the appointed Board members shall be from each of the County Council districts; and
 - (3) The Council shall endeavor to appoint but not require candidates to be appointed as follows:
 - A Board member or executive officer of a charitable corporation or trust authorized to do business in this state that is one of the following: (i) actively engaged in the acquisition of interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or (ii) is organized for historic or cultural preservation purposes; or (iii) is an organization that represents hunting, fishing, or outdoor recreation interests; and
 - ~~(i) — Actively engaged in the acquisition of interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or~~
 - ~~(ii) — Is organized for historic or cultural preservation purposes; or~~
 - ~~(iii) — Is an organization that represents hunting, fishing or outdoor recreation interests; and~~
 - A Board member who is an owner of rural real property who is actively engaged in the management and operation of forestlands, farmlands, or wildlife habitat; and
 - A Board member who is actively engaged in one of the following: (i) the real estate business; or (ii) the business of appraising forestland, farmland, or Conservation easements; or (iii) the business of banking, finance, or accounting; or (iv) a licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.
 - ~~(i) — The real estate business; or~~
 - ~~(ii) — The business of appraising forestland, farmland, or conservation easements; or~~
 - ~~(iii) — The business of banking, finance or accounting; or~~
 - ~~(iv) — A licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.~~
 - To the extent possible, all appointed Board members should have a demonstrated background, experience, and interest in the conservation of lands with significant natural, cultural and/or historical resources.
- (b) The initial terms of the at-large Board members shall be for two years, the terms of the Board members from County Council district numbers 1, 3 and 5 shall be for three years, and the terms for the Board members from County Council district numbers 2 and 4 shall be for four years. Thereafter, all terms shall be for four years. All members may be reappointed. Vacancies shall be filled for the unexpired portion of the term.
- (c) Members shall serve without compensation, but may receive such mileage and per diem as may be authorized and appropriated by Oconee County Council. The Board shall elect a chair and other officers as the Board deems necessary. The Board shall adopt rules and procedures to conduct its meetings, consistent with those used by County Council.
- (d) The Board is a public body and its members are hereby expressly subject to, among other applicable laws and regulations, the South Carolina Ethics Act, and the South Carolina Freedom of Information Act, as amended, and shall perform their duties in accordance with their provisions.
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- (e) The Board shall meet at least three times per year in regularly scheduled meetings and in special meetings as the chair may call, all open to the public (except for executive sessions when duly held in accordance with law). All meetings shall be conducted in accordance with the South Carolina Freedom of Information Act.
 - (f) The Board shall report to Council any member who, without adequate excuse such as documented illness, misses three consecutive meetings or a majority of meetings for any year.

Sec. 2-401. - Board duties and responsibilities.

- (a) The Board is authorized to:
 - (1) Award grants from the OCCB fund (defined herein) to Eligible OCCB recipients for the purchase of land or interests in land that meet the criteria contained in Section 2-403; and
 - (2) Apply for and receive funding for the OCCB fund, for the Bank, from federal, state, private and other sources, to be used as provided in this division; and
 - (3) Receive charitable contributions and donations, [including through endowment funding to the OCCB](#), to the OCCB fund, for the Bank, to be used as provided in this division; and
 - (4) Receive contributions to the OCCB fund, for the Bank, in satisfaction of any public or private obligation for environmental mitigation or habitat conservation, whether such obligation arises out of law, equity, contract, regulation, administrative proceeding, or judicial proceeding. Such contributions shall be used as provided for in this division; [- and](#)
 - (5) [To, upon approval by County Council, transfer OCCB funds to a conservation-related endowment, or similar entity or agreement, for the purposes stated herein.](#)
 - (b) To carry out its functions, the Bank shall:
 - (1) Operate a program which includes:
 - a. Developing a ranking system for Applications for program participation, including grants, pursuant to the criteria contained in Section 2-403;
 - b. Receiving grant and participation Applications from Eligible OCCB recipients pursuant to Section 2-404;
 - c. Evaluating Applications from Eligible OCCB recipients for eligibility for grants and to participate in the program pursuant to Section 2-404;
 - d. Reviewing and ranking Applications from Eligible OCCB recipients for grants and to participate in the program pursuant to the ranking system;
 - e. Recommending the approval of certain Applications to County Council pursuant to Section 2-404;
 - (2) Establish additional guidelines and procedures, consistent with this division, as necessary to implement this division; and
 - (3) Submit an annual report to Oconee County Council concerning all matters addressed by this division.
 - (c) The County Administrator is directed to provide administrative resources and support needed to operate and manage the OCCB, other than financial resources and support, to the extent possible, and within existing resources of the County. When and if deemed appropriate by the Board, the Board may seek County Council's approval to hire permanent staff, who will be County staff, reporting to the Administrator.
 - (d) Operating expenses of the Bank may be paid out of the OCCB fund in accordance with Oconee County Policies and Procedures, and, as authorized and appropriated by County Council, provided such expenses shall not exceed ten percent of the total annual OCCB funding amount. Notwithstanding any other provision of this division, Oconee County tax dollars shall not be used for the operation or purposes of the Bank.
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Sec. 2-402. - OCCB fund.

The Oconee County Treasurer shall establish an account separate and distinct from all other funds appropriated by County Council, called the Oconee County Conservation Bank Fund (the "OCCB fund"). The OCCB fund shall ~~receive revenues as noted herein, and receive monies, awards, and assets from third parties, including but not limited to donors, the state, or~~ from the County according to one or more funding measures approved by Oconee County Council. The Council acknowledges and agrees that County funding measures should be undertaken as soon as feasible, consistent with overall budget priorities of the County, in order to avoid escalating land costs and lost acquisition opportunities. The OCCB fund shall be used only for the purposes set forth herein. Funds donated to the OCCB by third parties shall not be re-directed by Council.

Sec. 2-403. - Criteria.

- (a) The Board shall use the following conservation criteria in developing a ranking system for Applications pursuant to Section 2-401(b)(1).
- (1) Environmental sensitivity.
 - a. Presence of wetlands.
 - b. Frontage on USGS Blue Line Stream.
 - c. Water quality classification of such stream by the South Carolina Department of Health and Environmental Control.
 - d. Presence of threatened/endangered species.
 - e. Habitat suitable for threatened/endangered species.
 - f. Habitat suitable for native wildlife species.
 - g. Extent of biological diversity.
 - h. Presence of unique geological/natural features.
 - i. Plans for restoration
 - (2) Percentage of property sharing a boundary with protected land.
 - (3) Historic/cultural features.
 - a. Contains feature designated on the National Historic Register.
 - b. Contains feature eligible for the National Historic Register.
 - c. Contains historic/prehistoric structures.
 - d. Contains historic/prehistoric site or location of a historic event.
 - (4) Percentage of property containing prime/statewide important soil types.
 - (5) Extent of active farming on property and extent proposed to be kept as wooded land or farmland.
 - (6) Extent of public visibility of property.
 - a. Visibility from public roads.
 - b. Visibility from public land.
 - (7) Scenic view from property or preservation of general scenic nature of that part of County.
 - (8) Extent of public access.
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- (9) Location of property.
 - (10) Threat of development.
 - (11) Size of property.
 - (12) Potential ~~impact on~~ water quality ~~in wetlands~~ impact on a wetland or water ~~bodies~~ body that is not ~~on~~ part of the property.
- (b) The Board shall use the following financial criteria in developing the ranking system for Applications for participation in the program and grants pursuant to Subsection 2-402(b)(1).
- (1) Funding percentage of appraised fee simple or Conservation easement value requested;
 - (2) Amount of applicable partnerships, matching contributions, management agreements, management leases, and similar collaborations among state agencies, federal agencies, Eligible OCCB recipients, and local governments, boards, and commissions;
 - (3) No matching funds or other contributions are required to receive grants from the OCCB fund. However, the commitment of such other funds shall be a factor considered by the Board in its evaluation and recommendation of the Applications.

Sec. 2-404. - Program and procedures.

(a) *Application.*

- (1) An Eligible OCCB recipient independently or in conjunction with the landowner may apply for a grant from the OCCB by submitting an Application in accordance with the rules and procedures established by the Board under and consistent with this division;
- ~~(2) Within five business days of the submittal of an application to the OCCB, the eligible OCCB recipient must notify in writing all landowners adjacent to the subject property of the application. Within 30 days of receipt of said notice, contiguous landowners and other interested parties may submit in writing to the board their views in support of or in opposition to the application.~~
- (2) Prior to the submission of its Application, the Eligible OCCB recipient must notify in writing the owner of the land that is the subject of the Application of the following:
 - a. That Interests in land purchased with OCCB funds result in a permanent conveyance of such Interests in land from the landowner to the Eligible OCCB recipient and its assigns; and
 - b. That it may be in the landowner's interest to retain independent legal counsel, perform appraisals, create surveys, and seek other professional advice; and

The Application must contain an affirmation that the notice requirement of this subsection has been met, and the commitment of the landowner to convey title to or an easement on the property if grant funds are approved for the property, all signed by the landowner and duly notarized by a notary public of the State of South Carolina.

- (3) At the time of the submission of its Application, the Eligible OCCB recipient must notify in writing all landowners adjacent to the property and all lessees of the property of the submission of its Application and informing the adjacent landowners and lessees that they have thirty (30) days from receipt of said notice to submit to the Board, in writing, their views in support of or in opposition to the Application.
 - (4) In each Application, the Eligible OCCB recipient must provide information regarding how the proposal meets the criteria contained in Section 2-403.
 - (5) For each grant Application the applicant shall specify:
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- a. The purpose of the Application;
 - b. How the Application satisfies the criteria contained in Section 2-403;
 - c. The uses to which the land will be put;
 - d. The party responsible for managing and maintaining the land; and
 - e. The parties responsible for enforcing any Conservation easement or other restrictions upon the land.
- (6) Where an Eligible OCCB recipient seeks an OCCB grant to acquire fee title to land, the Eligible OCCB recipient must demonstrate both the expertise and financial resources to manage the land for the purposes set forth in its Application. The Board shall require an Eligible OCCB recipient acquiring fee simple title to land to place a Conservation easement on such property, ~~or include language in the deed to ensure that the property is permanently protected.~~
 - (7) Where an Eligible OCCB recipient seeks an OCCB grant to acquire a Conservation easement, the Eligible OCCB recipient must demonstrate both the expertise and financial resources to monitor and enforce the restrictions placed upon the land for the purposes set forth in its Application. The ~~b~~Board shall evaluate each proposal to determine the qualifications of the proposed managing party and to determine whether the proposed management is consistent with the purposes set forth in the Application.
 - (8) The Board shall establish reasonable procedures and requirements to ensure that the personal information of Eligible OCCB recipients and property owners landowners is protected as permitted by the South Carolina Freedom of Information Act.
- (b) *Application review.*
- (1) The Board shall accept three rounds of Applications per calendar year in accordance with the following deadlines: April 1st, August 1st, and November 1st.
 - (2) The Board shall evaluate each Application according to the criteria contained in Section 2-403 of this division and recommend approval of Application and associated grants to County Council based on how well the proposals meet these criteria. The more criteria a proposal satisfies, the higher priority it shall be given.
 - (3) The Board shall evaluate each Application and submit recommendations to County Council within 90 days of each Application deadline referred to in Subsection (b)(1). The recommendation of an Application may be for full approval, partial approval or disapproval.
 - (4) In recommending the awarding of a grant from the OCCB fund, the Board shall set forth findings that indicate the items below. The Board may delegate to one of its members this duty to write a report summarizing the Board's findings and delivering it to Council:
 - a. How the Application meets the criteria set forth in Section 2-403;
 - b. The purpose of the award and the use to which the land will be put;
 - c. The party responsible for managing and maintaining the land;
 - d. The party responsible for monitoring and enforcing any Conservation easements or other restrictions upon the land;
 - e. How the parties designated in items c. and d. possess the expertise and financial resources to fulfill their obligations;
 - f. The availability of funds in the OCCB fund for the award;
 - g. Any other findings or information relevant to the award.
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- (5) County Council shall take action on the Board's recommendations within 30 days of the Board's submission thereof. The Council shall consider and vote on each recommendation individually. The Council shall accept the recommendation of the Board for the award of a grant unless (i) it is determined that there are not sufficient funds in the OCCB fund for the award or (ii) at least a majority of the Council members present and voting vote to reject the recommendation. If the Board's recommendation for the award of a grant is approved by Council, the award shall be made and the transaction closed in accordance with Subsection (c).
- (6) The Board may only authorize grants to purchase Interests in lands at or below fair market value pursuant to a current (within ~~12~~ twelve (12) months of grant approval by County Council), independent certified appraisal. The Board may accept a market analysis update covering the time period from the date of the original appraisal to the present in the form of a letter prepared and signed by the original appraiser. Said market analysis update letter must be submitted to the Board no later than thirty (30) days prior to the next scheduled Board meeting. The Board shall establish reasonable procedures and requirements to ensure the confidentiality of appraisals.
- (c) *Grant award.*
- (1) The Board shall notify the Eligible OCCB recipient of its recommendation and the action taken by County Council on the Application.
- (2) If the Board recommends the Application in whole or in part and the recommendation is approved by County Council in accordance with Subsection (b)(5), the Eligible OCCB recipient ~~and the owner of the interest in the land identified in the application~~ shall have a period of four months from the date of the County Council's approval to decide whether to accept the award. ~~Within 14 days of acceptance of the grant award~~ At closing, the Eligible OCCB recipient shall execute and record a grant agreement or memorandum thereof, which shall be in a form approved by the Board. Said grant agreement shall include provisions for the indemnification and reimbursement of the OCCB for improperly used OCCB funds, or title issues or defects, perpetual monitoring and enforcement, and other actions pursuant to Section 2-405.
- (3) The Eligible OCCB recipient shall submit the following documents to the Board prior to closing the transaction and the Board and the County Attorney or an attorney designated by the County Administrator on recommendation of the Board shall review and approve the documents before OCCB funds can be disbursed:
- a. A certified appraisal satisfying the requirements of ~~s~~Subsection 2-404(b)(6);
 - b. ~~A final draft~~ Final Drafts of the:
 - i. Conservation easement and/or deed, ~~a final draft of the~~
 - ii. settlement statement, ~~a final draft of the~~
 - iii. title insurance commitment and exceptions, ~~and the~~
 - iv. grant agreement required pursuant to Subsection 2-404(c)~~(42)~~,
 - v. subordination agreement and any other documents that will be recorded at or after closing.
 - c. A Phase 1 environmental site assessment - In order to identify potential liability pursuant to applicable state or federal environmental laws or regulations, a certified Phase 1 environmental ~~hazard site~~ assessment shall be conducted on lands before the disbursement of OCCB funds for the acquisition of ~~all any~~ interest in such lands, ~~except as provided below in subsection (c)(3)d.~~ Any where the Application is for such interest in land shall qualify as a small grant application if the amount requested is less more than \$30,000-~~00~~ or ten percent of the appraised fair market value of either the Conservation easement or fee simple acquisition, whichever value is smaller. ~~The~~However, the Board shall have the discretion to require a Phase 1 environmental site
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assessment ~~required in subsection (c)(3)c. shall be waived~~ for Applications for grants of \$30,000 or less if it determines that the circumstances warrant an assessment. In the event that a Phase 1 environmental site assessment reveals issues of concern on or at the property, the Board may determine and require that follow-up by the Eligible OCCB recipient is necessary prior to the disbursement of OCCB funds. interest in land qualified as a small grant, as defined herein, unless specifically required on a case by case basis by the board.

- (4) ~~The bank and e~~Eligible OCCB recipients receiving monies from the OCCB fund shall retain all records of acquisition of Interests in land with OCCB funds including, but not limited to deeds, title documents, contracts, surveys, inventories, appraisals, title insurance policies, environmental assessments, ~~and closing documents.~~ Applications, and closing documents and provide copies of the executed settlement statement, title insurance commitment and exceptions, and all recorded documents showing the Register of Deeds time and date stamp to the OCCB.
- (5) The Board shall disburse OCCB funds to Eligible OCCB recipients and the closing shall occur after all applicable requirements of this section are fully satisfied, provided the closing shall take place no later than one year after the Eligible OCCB recipient and owner of the Interest in land decide to accept the award unless the Board, for good cause shown, extends the deadline for a period not to exceed six months.
- (6) No later than sixty (60) days after the day of closing, the OCCB grant recipient shall submit a report to the Board describing how the OCCB grant funds were distributed or used and the status of the project. The report shall include supporting documentation, such as the closing settlement statement, disbursement statement, and the recorded Conservation easement or deed.

Sec. 2-405. Use of funds.

- (a) Only Eligible OCCB recipients may acquire Interests in lands with OCCB funds.
- (b) The Bank may purchase an Interest in land on behalf of Oconee County subject to the criteria contained in Section 2-403.
- (c) OCCB funds shall be used only by Eligible OCCB recipients for the acquisition of Interests in land, including closing costs. "Closing costs" shall include recording fees, deed transfer or documentary stamp fees, the costs of performing the work and providing the documentation required under Subsection 2-404(c)(3), attorney's fees, and the cost of obtaining surveys or an updated market analysis pursuant to Subsection 2-404(b)(6). The Board shall have the discretion to allow the OCCB funds to be used solely for closing costs after considering the amount of the award, the value of the project, the amount of the closing costs, or other factors. In the event that OCCB determines that OCCB funds were spent for purposes other than those listed in this subsection or the grant agreement, the Eligible OCCB recipient or ~~property owner landowner~~ shall reimburse the OCCB in the amount of the improperly used funds, plus interest.
- (d) All Interests in land acquired with OCCB funds shall be held by the Eligible OCCB recipient approved by the Board to acquire the Interest in land; except that an Interest in land obtained with OCCB funds may be assigned from one Eligible OCCB recipient to another upon approval of the Board by majority vote. In the event that there is a mortgage on any property interest protected through the use of OCCB funds, the Eligible OCCB recipient and ~~property owner landowner~~, if any, shall notify and inform the mortgagee or debt-holder that the mortgage will be subordinate to the Conservation easement or conservation provisions in the deed. The Eligible OCCB recipient shall ~~copy provide~~ the OCCB ~~on with a copy of~~ the notice and information to the mortgagee.
- (e) The owner of the fee simple title to property ~~upon for~~ which a Conservation easement was purchased with OCCB funds, whether the original owner that conveyed the Conservation easement or a successor-in-interest, may reacquire and ~~thereby~~ terminate or extinguish ~~that the~~ Conservation easement, whether in whole or in part, only by complying with all of the following:

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- ~~(1) (i) Proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control such as through eminent domain;~~
- ~~(2) (ii) Obtaining unanimous approval by the OCCB Board;~~
- ~~(3) (iii) Obtaining unanimous approval by County Council;~~
- ~~(4) (iv) Obtaining approval by the Oconee County Court of Common Pleas; and~~
- ~~(5) (v) Making payment in cash to the OCCB fund of whichever is higher of the original fair market value or amount of the grant or its equivalent percent of the current fair market value of the conservation value. Equivalent percent means the ratio of the grant to the original conservation value, as determined by a certified appraisal paid for by the owner of fee simple title to the property.~~
- (f) If an Eligible OCCB recipient acquires fee simple title to land for conservation and/or historic purposes with OCCB funds, that land may not be sold, transferred, assigned, alienated, or converted to a use other than the use set forth in the grant award except by complying with all of the following: (i) proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control, such as through eminent domain; (ii) obtaining unanimous approval by the OCCB Board; (iii) obtaining unanimous approval by the County Council; (iv) obtaining approval by the Oconee County Court of Common Pleas; and (v) making payment in cash to the OCCB fund of whichever is higher of the amount of the grant or its equivalent percent of the current conservation value. Equivalent percent means the ratio of the grant to the original conservation value, as determined by a certified appraisal paid for by the Eligible OCCB recipient.
- ~~(1) Proving that the original conservation and/or historic values of the protected land have been lost or substantially impaired by factors beyond the owner's control;~~
- ~~(2) Obtaining unanimous approval by the OCCB board;~~
- ~~(3) Obtaining unanimous approval by county council;~~
- ~~(4) Obtaining approval by the Oconee County Court of Common Pleas; and~~
- ~~(5) Making payment in cash to the OCCB fund of whichever is higher of the original fair market value or the current fair market value of the protected land, as determined by a certified appraisal paid for by the eligible OCCB recipient.~~
- (g) If any Interests in lands that have been acquired by an Eligible OCCB recipient with OCCB funds are extinguished, terminated, sold, transferred, assigned, alienated, or converted pursuant to Subsections (e) and (f), the Eligible OCCB recipient extinguishing, selling, transferring, assigning, alienating, or converting the Interests in land shall replace them with the Interests in land of substantially equal current fair market value, with any excess from the sale of the prior Interests being used by contribution to the OCCB fund. The replacement land shall have the same or greater significance when evaluated under the criteria set forth in Section 2-403. The Board shall verify that suitable replacement Interests in lands have been identified and will be obtained before authorizing that any interest in land purchased with OCCB funds be extinguished, sold, transferred, assigned, alienated, or conveyed. Where replacement in whole or in part is impossible, funds realized which are not used for replacement Interests in land must be credited to the OCCB fund. Where funding for an original acquisition was from multiple sources, funds realized must be credited to the OCCB fund under this section in proportion equal to the contribution that OCCB funds made to the original acquisition.
- (h) The Eligible OCCB recipient or property owner/landowner shall notify the Board in the event that a claim against the title to the property has been made.
- (i) In the event that the title to the protected property interest is invalidated or otherwise found to be deficient, the Board shall be reimbursed by the Eligible OCCB recipient and/or landowner in an amount up to the amount of the award approved by County Council and disbursed to the Eligible OCCB recipient.
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- (j) In the event that there is no Conservation easement on a property funded by the OCCB, the County Administrator shall be responsible for ensuring that ~~the owner of the property landowner~~ complies with the ordinance and for enforcing the provisions of the ordinance. The grant agreement shall specify that the County shall be able to access the property for monitoring and/or enforcement purposes in perpetuity.

Sec. 2-406. - Eminent domain or condemnation proceedings.

OCCB funds may not be used to acquire Interests in lands or other interests in real property through the exercise of any power of eminent domain or condemnation proceedings.

Sec. 2-407. - Recreational and economic use.

The provisions of this division shall not be construed to eliminate or unreasonably restrict hunting, fishing, farming, forestry, timber management, or wildlife habitat management, as regulated by the law of this state, upon lands for which Interests in lands are obtained pursuant to this division. These and other traditional and compatible activities may be conducted, where appropriate, upon lands protected with OCCB funds.

Sec. 2-408. - Conservation easements.

When OCCB funds are used to purchase a Conservation easement on land, the Conservation easement shall be the controlling legal document regarding what is and what is not permitted upon the land, how the land will be protected, and what rights are vested with the Eligible OCCB recipient and its assigns which holds the Conservation easement. If any inconsistencies or ambiguities arise between the provisions of this ordinance and the terms and conditions of the Conservation easement purchased with OCCB funds, the terms and conditions of the Conservation easement shall prevail. The Eligible OCCB recipient shall have sole responsibility for monitoring the property subject to the Conservation easement and for enforcing the terms and conditions thereof.

Sec. 2-409. Historic properties.

The Board may authorize up to ten percent of the annual OCCB appropriation to acquire Interests in land that qualify solely as a historic or cultural feature according to the criteria contained in Section 2-403.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-17**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / DEPARTMENT OF AGRICULTURE, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.

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

WHEREAS, as of September 23, 2003, the County as “Lessor” entered into a Lease Agreement with the United States of America / Department of Agriculture (“USDA”) as “Lessee” for improved real property located at 301 West Broad Street in Walhalla, South Carolina (the “Lease Agreement”), attached hereto as Exhibit A;

WHEREAS, the USDA requests an extension of the term of the Lease Agreement, and the County is willing to accommodate this request;

WHEREAS, attached hereto as Exhibit B is an Amendment to the Lease Agreement (the “Amendment,”) which extends the lease term through December 31, 2024, with an annual rent of Seven Thousand, Eight Hundred and 00/100 (\$7,800.00) Dollars, payable at a rate of Six Hundred, Fifty and 00/100 (\$650.00) Dollars per month.

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

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

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

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

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

Exhibit A

See attached.

Exhibit B

See attached.

EXHIBIT A

REPRODUCE LOCALLY. Include form number and date on all reproductions.

CCC-2
(10-18-01)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

LEASE FOR REAL PROPERTY

1. DATE 09/23/2003	2. COUNTY NAME Oconee County Walhalla, S.C.
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3. THIS LEASE, made and entered into this day by and between Oconee County
whose address is: 415 S. Pine St.
Walhalla, S.C. 29691

and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA.

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: 1388 net usable square feet at 3001 W.
South Broad Street, Walhalla, South Carolina
to be used for office space.

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
10/01/2003 through 09/30/2008 subject to termination and renewal rights
as may be hereinafter set forth.

c. The FSA shall pay the Lessor annual rent of \$ 2400.00 at the rate of \$ 200.00
per month (\$ 1.7291 per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be
made payable to: Oconee County

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least 120
days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed
commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rentals :
One 5-year option to renew for the term beginning October 01, 2003, through September 30,
2008. Rate negotiable at time of renewal.

provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term
or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall
be computed commencing with the day after the date of mailing.

f. The Lessor shall furnish the FSA, as part of the rental consideration, the following:

This is a fixed-rate fully serviced lease, including janitorial services and supplies, building maintenance, ground maintenance, and snow removal. The space will be fully maintained and altered per government requirements for occupancy by the government no later than October 01, 2003.

g. The following are attached and made a part hereof:
(Solicitation For Offers (SFO))

h. The following changes were made in this lease prior to its execution:

Oconee County may terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to FSA and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A. LESSOR	SIGNATURE <i>Harry R. Hamilton</i>	DATE 11-24-03
B. STATE OFFICE DESIGNEE J. Kenneth Rentiers, Jr., SED	SIGNATURE	DATE
C. COUNTY EXECUTIVE DIRECTOR Elizabeth D Blackwell, Acting CED	SIGNATURE <i>Elizabeth D Blackwell</i>	DATE 11-24-2003

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

United States
Department of
Agriculture



Farm and Foreign
Agricultural
Services

Farm Service
Agency

Oconee FSA Office
301 B W. South
Broad St.
Walhalla, S.C.
29691-2102

September 23, 2003

Mr. Harry Hamilton
Oconee County Supervisor
415 S. Pine St.
Walhalla, S.C. 29691

Dear Mr. Hamilton:

Please find enclosed form CCC-2, Lease for Real Property, for office space which is now occupied by Farm Service Agency, Natural Resources Conservation Service and Oconee Soil and Water Conservation District.

Please review the enclosed lease agreement, sign item #5a, and return in the enclosed stamped, self-addressed envelope.

If you have any questions, please call this office at 864-638-2213.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth D. Blackwell".

Brian K. Blount
County Executive Director
Enclosure
BKB:bb

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. USDA Oconee County Service Center
ADDRESS OF PREMISES 301 W. South Broad St. Walhalla, SC 29691	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Oconee County**

whose address is: **415 S. Pine Street, Walhalla, SC 29692**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **January 1, 2022** through **December 31, 2024**.
2. **Effective January 1, 2022**, the Government will pay the Lessor annual rent of **\$7,800.00** payable at the rate of **\$650.00** per month (representing **\$5.61** * per square foot for **1,388** net usable square feet of office space) in arrears. (*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer, USDA
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: _____ GOVERNMENT: _____

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2022-12**

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF THE FIRST AMENDMENT TO THE PERFORMANCE AGREEMENT BETWEEN AND AMONG OCONEE COUNTY, BORGWARNER PDS (USA), INC., AND THE SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina, a political subdivision of the State of South Carolina (the “County”), is a party to that certain Performance Agreement by and among the County, BorgWarner PDS (USA) Inc. (the “Company”), and the South Carolina Coordinating Council for Economic Development (the “Council”) dated as of June 1, 2017 (the “Performance Agreement”); and

WHEREAS, pursuant to the Performance Agreement, the County agreed to assist the Company with building construction, building upfit and water improvements in connection with the Company’s expansion in the County (the “Project”) using grant funds provided by the Council; and

WHEREAS, pursuant to the Performance Agreement, the Company was required to invest at least \$71,970,000 and create at least 163 new, full-time jobs at the Project during a period ending not later than June 1, 2022 (the “Grant Period”); and

WHEREAS, pursuant to Section 14 thereof, the Performance Agreement may be modified in writing by mutual agreement of the parties in connection with extenuating circumstances; and

WHEREAS, the Company has requested that the County and the Council amend the Performance Agreement to extend the Grant Period by one year such that it expires June 1, 2023 (the “Extension”), which Extension is occasioned by extenuating circumstances that include the COVID-19 pandemic’s impact on the global supply chain and the impact of the destruction of the Company’s facilities in the County by a tornado; and

WHEREAS, in order to memorialize in writing the parties’ mutual agreement with respect to the Extension, it is proposed that the parties (including the County) enter into a “First Amendment to the Performance Agreement” to be effective as of April 22, 2022 in substantially the form attached hereto as Exhibit A (the “Amendment”); and

WHEREAS, based on information provided by the Company, the Company and the Council have agreed to the Amendment; and

WHEREAS, the Oconee County Council (the “County Council”) may authorize the County to approve, execute, deliver and perform the Amendment through a resolution of County Council.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Based on information provided by the Company, the County Council hereby finds and acknowledges that (a) the Company has encountered extenuating circumstances of the nature contemplated by Section 14 of the Performance Agreement, and (b) the Extension is appropriate. Accordingly, the form, terms and provisions of the Amendment (and the Extension therein) are hereby authorized and approved in all respects.

Section 2. The Chairman of the County Council is hereby authorized, empowered and directed to execute the Amendment in the name of and on behalf of the County, and the Clerk of Council is hereby authorized, empowered and directed to attest to the same; and the Chairman of the County Council is hereby further authorized, empowered and directed to deliver said executed Amendment to the Company and the Council. The Amendment is to be in substantially the form attached hereto, with such minor changes or revisions thereto as shall be approved by the Chairman of the County Council, such official's execution thereof to constitute conclusive evidence of approval of any and all such changes or revisions.

Section 3. The appropriate officials of the County are (and each individually is) hereby authorized, empowered and directed to take or cause to be taken such further action and to receive and/or execute and deliver for and in the name and on behalf of the County or County Council (as applicable) any and all instruments, certificates, agreements and documents as may be required, necessary or appropriate to cause the County to perform its obligations under the Performance Agreement (as amended by the Amendment) and to otherwise carry out, give effect to and consummate the transactions contemplated by this Resolution.

Section 4.

- (a) This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina;
- (b) This Resolution shall become effective immediately upon approval by the County Council;
- (c) The provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
- (d) All resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[Signature Page to Follow]

APPROVED, effective as of this ____ day of _____, 2022.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

John Elliott
Chairman of County Council

ATTEST:

Jennifer C. Adams
Clerk to County Council

Exhibit A

[Attached]

**FIRST AMENDMENT TO THE PERFORMANCE AGREEMENT
(Governors Closing Fund Assistance)
C-16-2750**

This **First Amendment to the Performance Agreement** (the "First Amendment") is made to be effective the 22nd day of April, 2022 by and among Oconee County, a political subdivision of the state of South Carolina and hereinafter referred to as the "Grantee", BorgWarner PDS (USA) Inc., hereinafter referred to as the "Company", and the South Carolina Coordinating Council for Economic Development, hereinafter referred to as the "Council";

WITNESSETH

That for and in consideration of the mutual covenants and agreements herein contained, the above parties do hereby agree as follows:

- 1.0 **First Amendment to Agreement.** The parties recognize that this First Amendment modifies and amends the Performance Agreement ("Agreement") made and entered into by the parties to be effective the 1st day of June, 2017. The terms of the Agreement that are not inconsistent with the terms contained herein shall remain in full force and effect, and any such terms that are not inconsistent shall be incorporated herein for all practical purposes.
- 2.0 **Performance Deadline.** Section 6.0 of the Agreement is hereby amended to extend the end of the Grant Period from June 1, 2022 until June 1, 2023.
- 3.0 **Counterparts.** This First Amendment may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Signatures on following page


IN WITNESS WHEREOF, the Parties have caused this First Amendment to be fully executed by their authorized representation under seal as of the date first written above.

GRANTEE:

Unit of Local Government

By:
Chief Elected Official

BORGWARNER PDS (USA) INC.



By: *MIKE LYNCH*
Its: *DIRECTOR OF FINANCE*

**COORDINATING COUNCIL FOR
ECONOMIC DEVELOPMENT**

By: **Alan D. Young**
Executive Director

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 21, 2022
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

PRT Commission State and Local ATAX recommendations of \$855,073 (See attached spreadsheet and supplemental budget) The requests were unanimously approved by the PRT Commission on 05/5/22.

BACKGROUND OR HISTORY:

PRT Commission and PRT staff recommends \$445,312 from Local ATAX for the FY23 ATAX Supplemental budget (attached). Supplemental Budget approves all recurring items one time for the year. Grant cycles and project specific funds will continue to be recommended at the quarterly meetings.

PRT Commission and PRT staff recommends \$289,761 from the 65% State ATAX Fund and an estimated \$120,000 from the 30% ATAX Fund for a total of \$409,761 for the FY23 Visit Oconee SC Budget. The 30% Fund is specifically for tourism advertising and promotion. This is the first year the State is requiring approval of the 30% Fund. By State law, the 30% funds are distributed quarterly. The 30% revenue is market dependent and is subject to change slightly with the accommodations market.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: NO-ATAX grants

STAFF RECOMMENDATION:

Staff recommends approval of ATAX recommendations from the PRT Commission!

FINANCIAL IMPACT:

Local ATAX balance including encumbrances as of 5.5.22 = \$524,130.66
Local ATAX FY23 Revenue projection is \$950,000

65% State ATAX balance as of 5.5.22 = \$369,279.88
65% State ATAX FY23 Revenue projection = \$262,000

Back up material includes ATAX spreadsheet, FY23 Supplemental Budget and FY23 Budget summary

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Amanda Brock, County Administrator

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

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



**Visit Oconee, SC
FY23 ATAX Budget Summary**

65% State ATAX Fund

Salary, Wages and Fringe	\$ 289,761.00
President/CEO	
Sales Manager	
Content Specialists-New Position FY23 (\$53,735)	
Visitor Center Staffing	

30% State ATAX Fund-Estimated

Digital Media	\$120,000.00
Website, Content Development, Blogs, Newsletters, Social Media	
Advertising & Marketing	
SCPRT Vacation Guide, Discover Upcountry, Southern Living, Blue Ridge Outdoors, AAA Go Magazine, Tradeshow, Media Events, Visitors Guide	
Visitor Center Operations	
Supplies, Rent, Telecommunications, Maintenance, etc	

Total State ATAX Budget **\$ 409,761.00**

Jun-22

Local/State ATAX Recommendations-June 2022

Applicant	ATAX	Funds Requested	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
FY23 Supplemental Budget	Local	\$445,312	See attached Supplemental Budget	\$445,312	\$445,312
Visit Oconee SC (CVB) FY23 Funding	State ATAX	\$289,761	65% State ATAX Fund-\$289,761	\$289,761	\$289,761
Visit Oconee SC (CVB) FY23 Funding	State ATAX	<u>\$120,000</u>	30% State ATAX Fund- Estimated \$120,000	<u>\$120,000</u>	<u>\$120,000</u>
		\$855,073	Total State and Local ATAX Recommendations	\$855,073	\$855,073

Accommodations Tax Proposed Budget Supplements FY23

	Description	Current General Fund Amount	Proposed General Fund Amount	Current ATAX Amount	Proposed ATAX Supplement
County Park Maintenance Building & Grounds	Transfer all maintenance costs for County Parks over to local accommodations tax	\$92,000.00	\$0.00	\$0.00	\$100,000.00
County Park Seasonal Staffing	35% of Total Seasonal Costs (\$219,583)	\$141,130.00	\$141,130.00	\$52,495.00	\$78,453.00
Lake Hartwell lakeside parks	Maintenance, operations and staffing for 11 lake hartwell parks	\$0.00	\$0.00	\$27,000.00	\$30,000.00
University Interns	Four Interns-400 hours each-\$6,916 each			\$21,328.00	\$27,664.00
Park Programming	programming budgets for all County Parks	\$0.00	\$0.00	\$20,000.00	\$15,000.00
Marketing/Promotions	SC Sports Alliance, County Park, County General, Waterfall brochure	\$0.00	\$0.00	\$20,500.00	\$20,500.00
Safety	Radio, ad content, signage-visitor safety				\$20,000.00
Secondary Gateway Signage/ Signage repair	Two secondary gateway signs and replacement wayfinding signs as needed				\$50,000.00
Museum Docent Programming	15 hours/week-General Store, Oconee Military and Cherokee Museum of South Carolina	\$0.00	\$0.00	\$41,500.00	\$49,960.00
Oconee History Museum Arts & Historical Specialists-Pay Grade 112	Transition 11 year staff member to County employee-Local ATAX	\$25,000.00	\$0.00	\$0.00	\$53,735.00
Total Supplemental Budget					\$445,312.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: **June 21, 2022**

ITEM TITLE:

**Title: Seneca Creek Boat Ramp
ADA Restroom Building**

Department(s): PRT

Amount: Project: \$360,940.26
Sales Tax: \$ 21,656.42
Contingency: \$ 36,094.03
Total Award: \$418,690.71

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval: _____

Budget: **\$ 418,690.71**

Project Cost: **\$ 418,690.71**

Balance: **\$ 0.00**

BACKGROUND DESCRIPTION:

On December 7, 2021, Council approved the Award for Seneca Creek Boat Ramp Site Development Project. This purchase is for an ADA Restroom; which is part of the Seneca Creek Boat Ramp project. The pre-cast concrete ADA restroom is designed for long term sustainability and low maintenance costs. The Santiago CXT unit consists of galvanized doors and contains three restroom stalls and two lavatories per side, as well as, soap dispensers, hand dryers, baby changing stations, exhaust fans, GFI outlets, and stainless steel mirrors. The building also contains a 10'x26' storage room with overhead roll-up door. The base bid is for all work within the limits of the precast building.

Staff is working on a change order to The Belk Company, LLC for the site prep and final layout of the picnic area. This Change Order should be brought to Council in July, 2022. Estimated project completion will be December 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

Pricing for this purchase is from the Sourcewell National Purchasing Cooperative, contract number 081721-CXT, for Prefabricated Concrete Buildings. Sourcewell contracts are bid and awarded on a national level and allows government agencies to purchase directly from the manufacturer, CXT, Inc. of Spokane Valley, WA.

Sales Tax is not included on the quote but will be added when invoiced.

This construction project will be funded with PRT Capital and PRT ATAX funding.

ATTACHMENT(S):

1. Sourcewell contract #081721-CXT Information
2. CXT, Inc Quote
3. Restroom Elevations and Floor Plan

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the purchase of a CXT Pre-Cast ADA Restroom from CXT, Inc. of Spokane, WA in the amount of \$382,596.68, plus \$36,094.03 contingency, for a total award of \$418,690.71.
2. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared by: _____

Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____

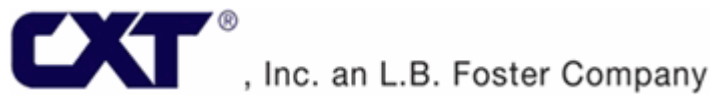
Amanda F. Brock, County Administrator

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



Quote #: **JCHA101H0V-1**



Mailing Address:
CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206

To: Oconee County Parks, Recreation & Tourism

415 South Pine Street
Walhalla, SC 29691

Attention: Phil Shirley
Phone: (864) 888-1488
Fax: (864) 888-1489

Phone: (800) 696-5766
Fax: (509) 928-8220
Date: 06/06/2022

Re:

Our quotation for the Santiago - JC5 building is as follows:	<u>Per Building</u>
Santiago restroom building (Taos with utility section) includes: cedar shake roof and board & batt over (Mtn Blend) napa valley rock wall texture, 16 gauge galv doors with Norton 7500 Series door closers, stainless steel plumbing fixtures (4-lavatories, 4-water closets, 2-urinals - all with I/R actuators), four soap dispensers, four Saniflow hand dryers, 3-roll toilet paper holders, two sanitary napkin dispensers, 2 Koala baby changing stations, programmable exhaust fans, GFI outlets, floor drains, four s/s mirrors, 30GL hot water heater, ADA grab bars, one hose bib in chase area, one exterior hose bib with weather proof cover, insulated building with HVAC, utility room with LED lighting, 6068 bi-parting doors, composit mop sink, motion controlled interior LED lights, photo cell controlled exterior LED lights and 200 Amp panel. Includes PE stamped drawings and State Approvals. Mod Proposal Drawing 14-335P	\$360,940.26
	\$360,940.26

FOB: Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Oconee County, SC area. Final connection of utilities included.

Terms: Net 30 with Credit Approval.

Shipment: Within 120 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.

Notes: Sales tax not included

Important: Tractor trailer and crane must have access to site and literally set up next to the utility pad for off- loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

L.B. FOSTER COMPANY

By _____
Jeff Chambers
JChambers@lbfooster.com

Accepted this _____ day of _____ 20_____

By: _____ (Customer Name)

_____ (Signed)



Custom building where you can match units to meet your needs. Units include restroom, shower, concession, storage and combination configurations. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and set up at site.

Santiago

Sourcewell Contract 081721-CXT Pricing

Sections:

Restroom*	Qty: =	Shower*	Qty: =
Family Assist Restroom*	Qty: =	Concession*	Qty: =
Family Assist Shower*	Qty: =	Multiuser Room	Qty: =
*Includes 4-gallon water heater.			Total Sections

Added Cost Options:

				Price per Unit
Final Connection to Utilities (per section)				\$
(per section)	{	Optional Wall Texture -choose one	Split Face Block (\$4,000) Struck Trowel (\$4,000) Stone (\$5,500)	\$
		Optional Roof Texture -choose one	Delta Rib	\$
Porch/Wing Wall				\$
Insulation and Heaters (per section)				\$
		Stainless Steel Water Closet (each)	Qty:	\$
		Stainless Steel Urinal (each)	Qty:	\$
		Stainless Steel Lavatory (each)	Qty:	\$
		Electric Hand Dryer (each)	Qty:	\$
		Electronic Flush Valves- Water Closet (each)	Qty:	\$
		Electronic Flush Valves- Urinal (each)	Qty:	\$
		Electronic Flush Valves- Lavatory (each)	Qty:	\$
		Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	\$
		Optional Door Closures (each)	Qty:	\$
		Skylight in Restroom (each)	Qty:	\$
		Marine Grade Skylight in Restroom (each)	Qty:	\$
Marine Package for Extra Corrosion Resistance (per section)				\$
		Fiberglass Entry and Chase Doors and Frames	Qty:	\$
Tile Floor in Restroom (per section)				\$
2K Anti-Graffiti Coating (per section)				\$
		Timed Electric Lock System (does not include chase door)	Qty:	\$
		Exterior Frostproof Hose Bib with Box (each)	Qty:	\$
		Paper Towel Dispenser (each)	Qty:	\$
		Toilet Seat Cover Dispenser (each)	Qty:	\$
		Sanitary Napkin Disposal (each)	Qty:	\$
		Baby Changing Station (each)	Qty:	\$
		CXT Wastebasket (each)	Qty:	\$
Total Cost of Selected Accessories from Accessories Price List:				\$
Custom Options:				\$
Engineering and State Fees:				\$
Estimated One-Way Transportation Costs to Site (quote):				\$
Estimated Tax:				\$
Total Cost per Unit Placed at Job Site:				\$

Estimated monthly payment on 5 year lease

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

CXT Sales Representative

Company Name

Customer

Date



Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Sage Green
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Georgia Brick	<input type="checkbox"/> Western Wheat	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

Basalt Mountain Blend Natural Grey Romana

Roof Texture Options:

Cedar Shake Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

<input type="checkbox"/> Barnwood	<input type="checkbox"/> Horizontal Lap	<input type="checkbox"/> Napa Valley Rock
<input type="checkbox"/> Split Face Block	<input type="checkbox"/> Board & Batt	<input type="checkbox"/> River Rock
<input type="checkbox"/> Stucco/Skip Trowel	<input type="checkbox"/> Brick	<input type="checkbox"/> Flagstone

} *Can only be used as bottom texture.*

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

Non-locking ADA Handle Pull Handle/Push Plate
 Privacy ADA Latch

Deadbolt Options:

CXT Supplied Customer Supplied: _____
Type & Part Number

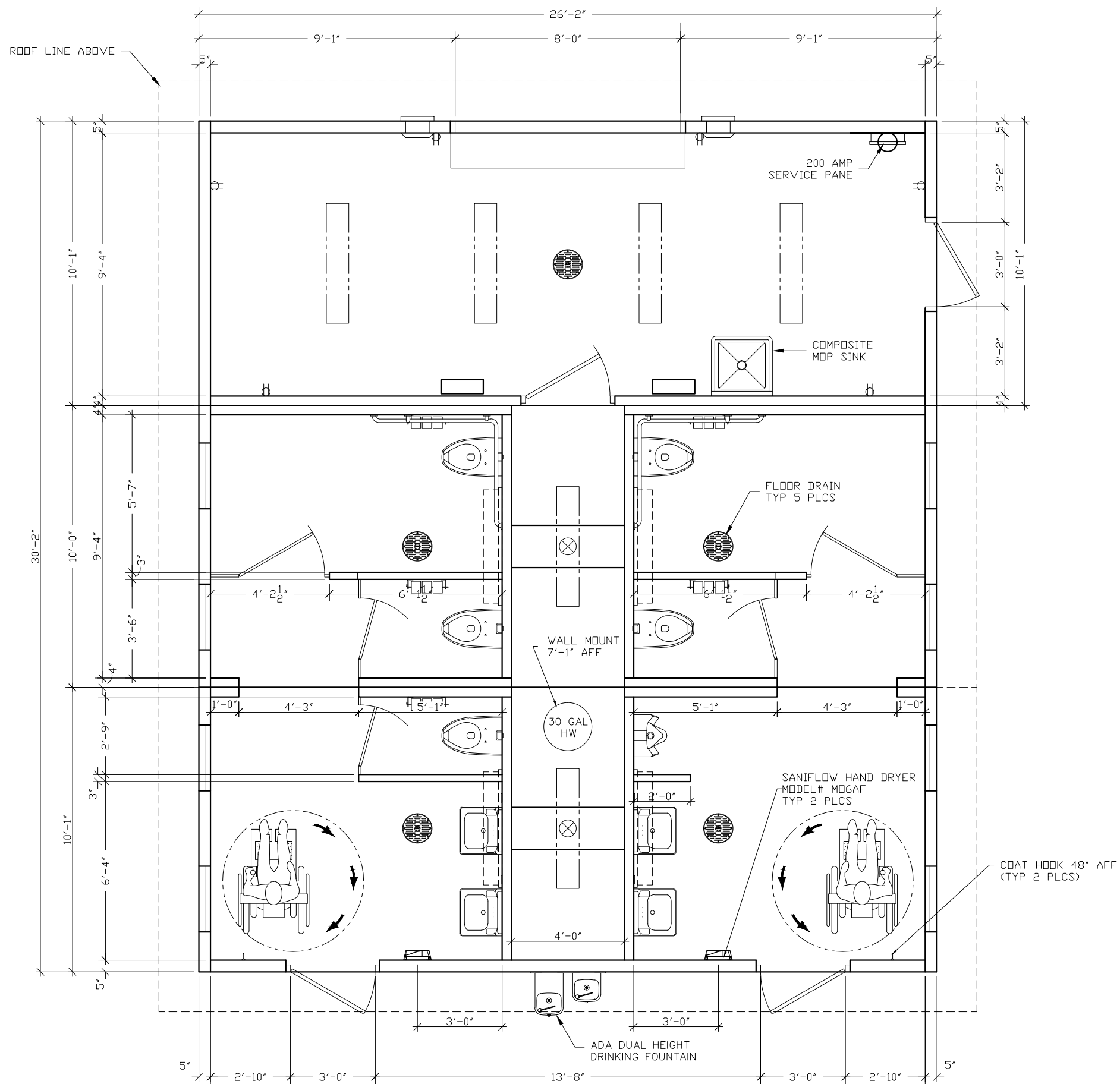
Accessible Signage Options:

Men Women Unisex

Paper Holder Options:

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:



3808 N. Sullivan Bldg. #7 Spokane, WA 99216



901 N. Highway 77 Hillsboro, TX 76645

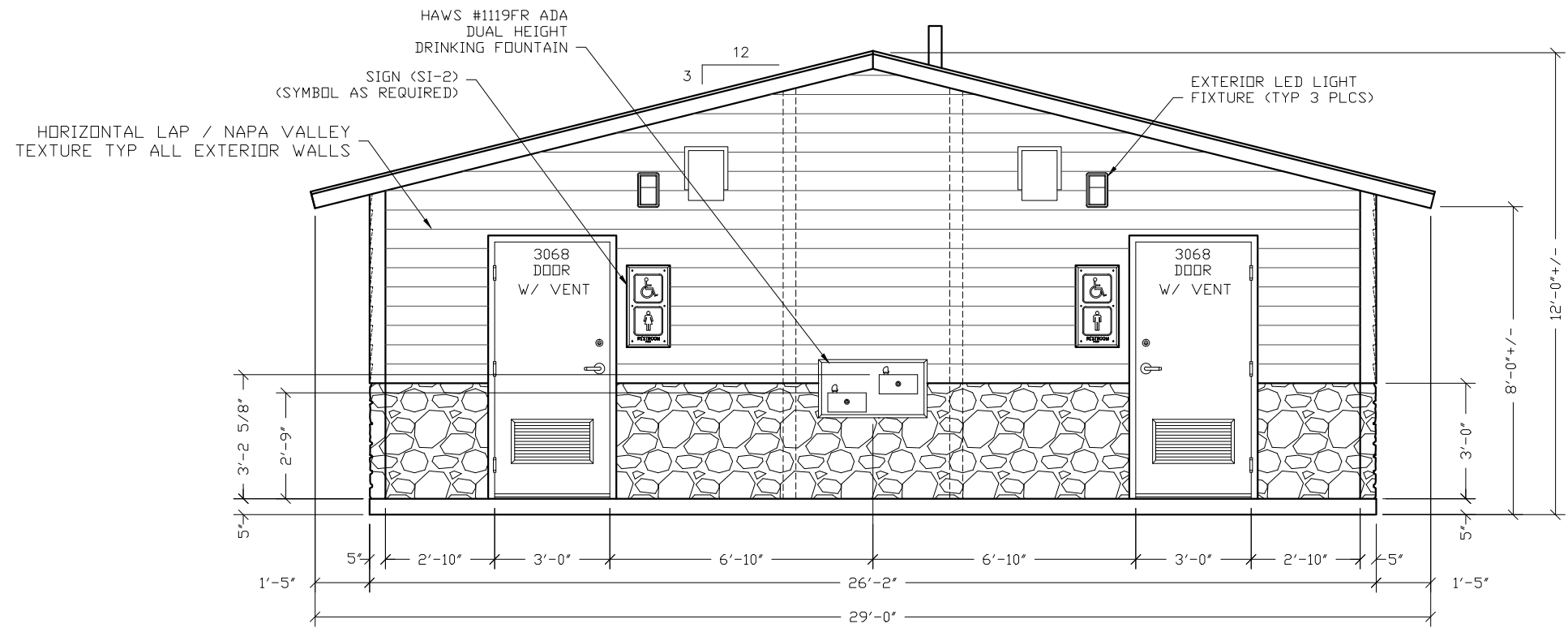
PROJECT TITLE
SANTIAGO
PROPOSAL NUMBER 14-335P

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CXT Incorporated

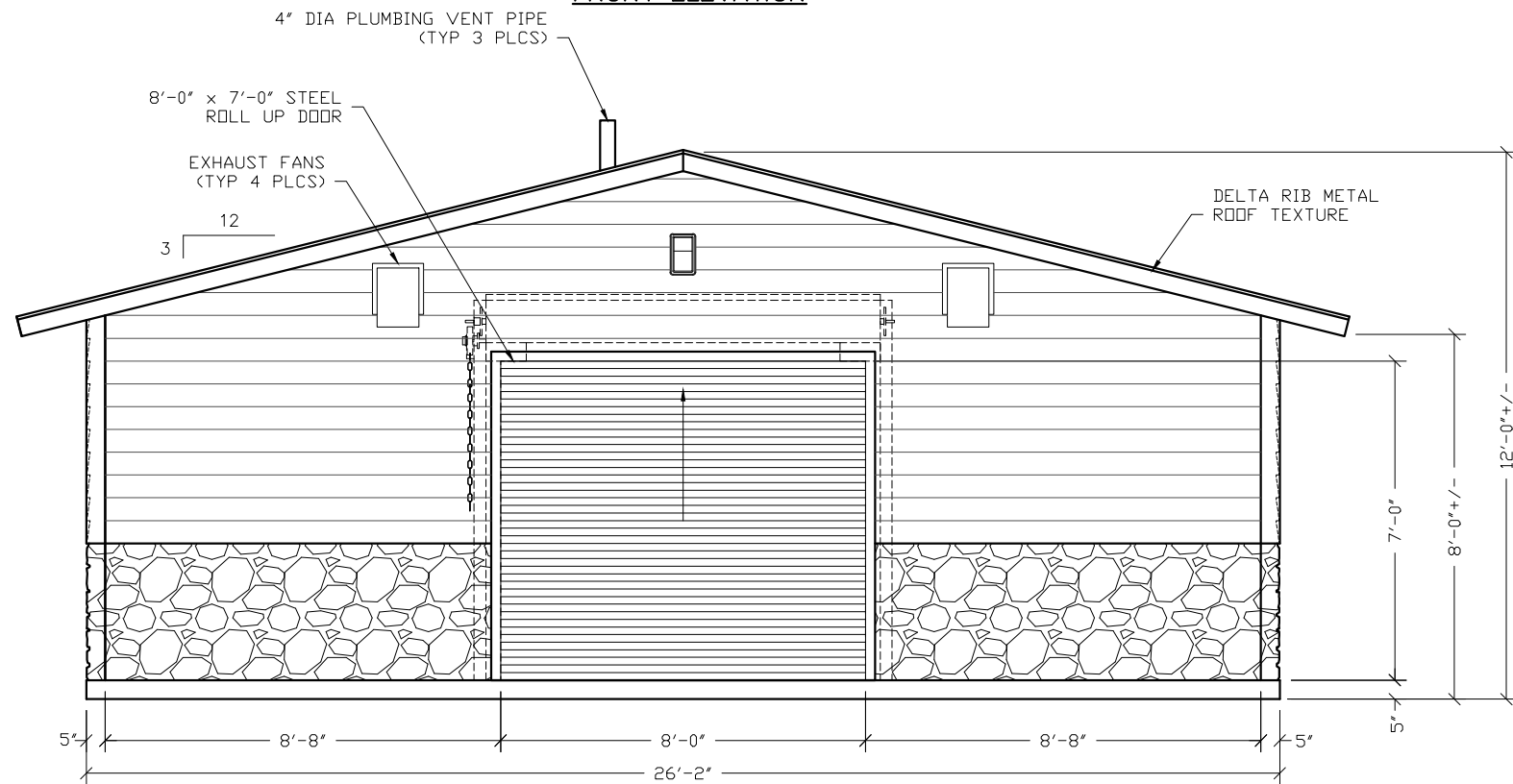
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	10-30-14
DRAWN	ROB D WALKER	FILE NO.	14-335P
CHECKED	RDW	PLOT	48

FLOOR PLAN

DWG NO. S-03	SHEET 3	REV.
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FRONT ELEVATION



REAR ELEVATION

3808 N. Sullivan Bldg. #7 Spokane, WA 99216



CXT Precast Products

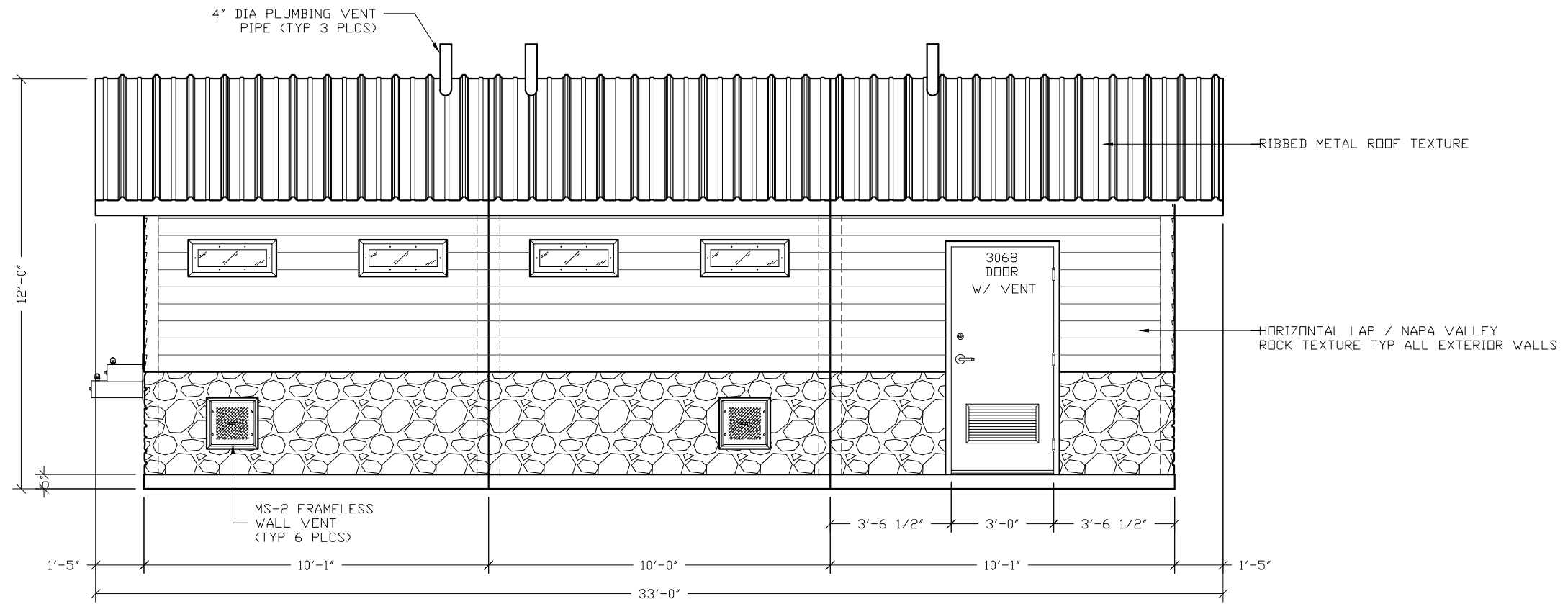
901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
SANTAGO
PROPOSAL NUMBER 14-336P

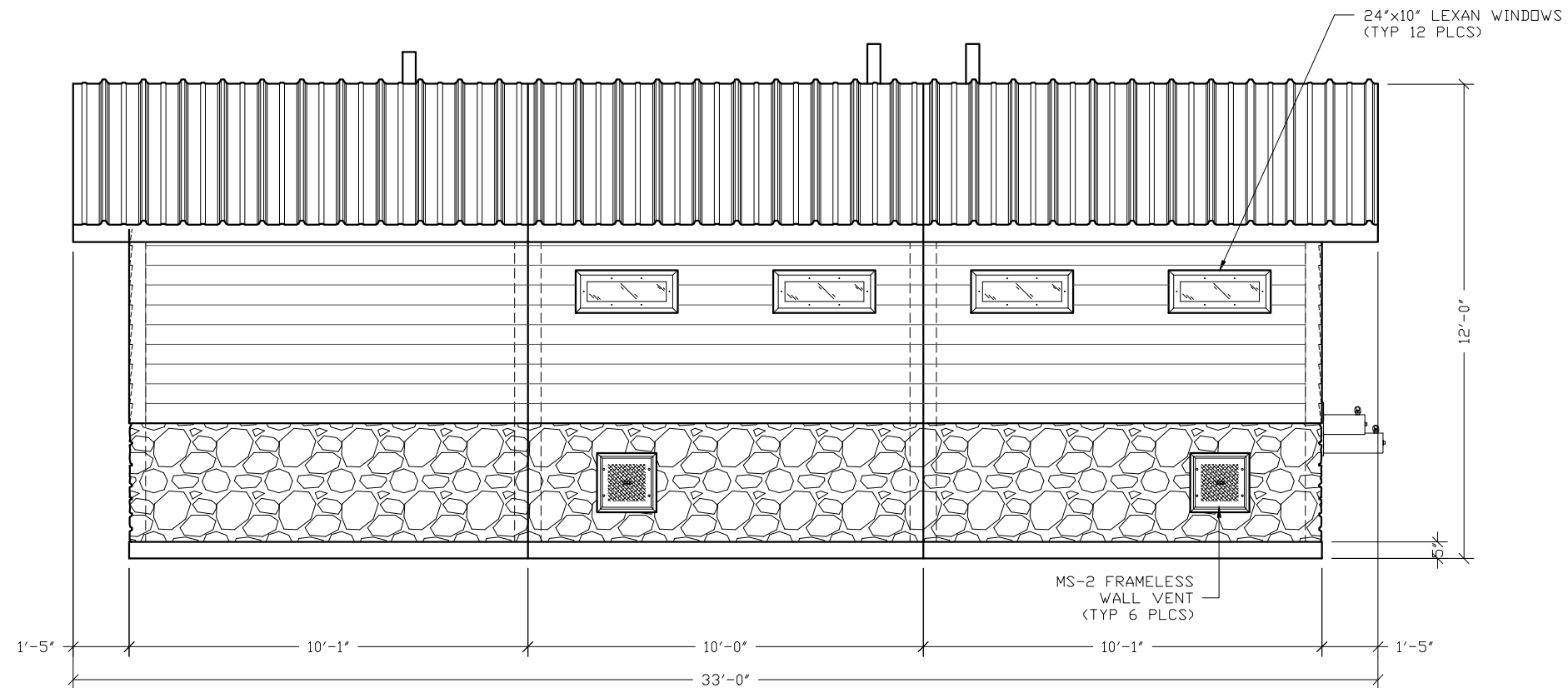
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REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	10-30-14
DRAWN	ROB D WALKER	FILE NO.	14-336P
CHECKED	RDW	PLOT	48

BUILDING ELEVATIONS		
DWG NO.	SHEET	REV.
S-04	4	



RH SIDE ELEVATION



LH SIDE ELEVATION

3808 N. Sullivan Bldg. #7 Spokane, WA 99216



CXT Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
SANTIAGO
PROPOSAL NUMBER 14-337P

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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	10-30-14
DRAWN	ROB D WALKER	FILE NO.	14-337P
CHECKED	RDW	PLOT	48

BUILDING ELEVATIONS

DWG NO.	S-05	SHEET	5	REV.	
---------	------	-------	---	------	--

CXT, Inc.

Contract Information

Cooperative Name	Sourcewell
Contract Name	Prefabricated Concrete Buildings
Contract Number	081721-CXT
Contract Term	10/15/2021 - 10/15/2025
Categories	Parks, Recreation & Athletics Parks, Recreation & Athletics: Playgrounds & Parks
Website	cxtinc.com/buildings

Benefits

Sourcewell contract 081721-CXT gives access to the following types of goods and services:

- Precast concrete buildings
- Flush & vault restrooms
- Concession & shower buildings
- Multipurpose buildings
- Delivered complete
- Ready to use

Pricing and How to Order

Information in this file is subject to change

[Contract 081721-CXT - Price Information](#)

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 21, 2022

ITEM TITLE:

Title: Video Management System (VMS) Upgrade Department(s): Detention Center Amount: \$148,168.40

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year FY 2022-2023 Budget process. Finance Approval: _____
Budget: **\$148,168.40** Project Cost: **\$148,168.40** Balance: **\$0.00**

BACKGROUND DESCRIPTION:

This purchase is for software and equipment upgrades for the Oconee County Detention Center Video Management System (VMS). This system is the current surveillance and operating system; which controls all doors, intercoms and cameras within the Detention Center. Accurate Controls, Inc. is the current provider for the Video Management and Operating System. Portions of the current system has reached end of life and will not allow for new updates rendering those parts of the system unusable / obsolete; therefore, requiring an upgrade.

This upgrade to the Video Surveillance System (VMS) and Security Control Computers will include; upgrading existing Bosch system, VMS server, VMS workstation computers, VMS network switches, security control computers and computer software. The existing cameras and viewing monitors will remain in place.

The system upgrade is required for the safety of the Officers and Inmates. The new Video Management recording server is used to record all cameras for a minimum of 60 days on continuous recording. This allows Detention Center Staff to replay video of any situation that arises with an officer or an inmate.

SPECIAL CONSIDERATIONS OR CONCERNS:

Accurate Controls, Inc. is not registered to collect sales tax in the state of SC, therefore the County is required to pay sales and use tax directly to the SC DOR in the corresponding quarter in the amount of \$6,368.40.

ATTACHMENT(S):

1. Accurate Controls Proposal

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the Award of VMS System Upgrade to Accurate Controls, Inc. of Ripon, WI in the amount of \$141,800.00.
2. Approve the payment of \$6,368.40 to the SC DOR for sales and use tax.

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

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

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



ACCURATE CONTROLS, INC.

June 2nd, 2022

**RE: Price Quotation for the Oconee County Detention Center
VMS system & Security Controls computers upgrade
Walhalla, SC**

Video Surveillance System & Security Controls computers Upgrade

Summary of Scope:

This Proposal is for upgrade of the existing Bosch BVMS 5.5 System to a Hanwha Video management system. The new Hanwha system will be easier to maintain as the manufacturer currently does not have a software maintenance agreement for the customer to purchase. The customer will not be forced to buy a software maintenance agreement to receive software updates and technical support with the Hanwha system. Also, with any upgrade the security controls computers will need to be upgraded to be able to maintain the integrated camera callup functionality.

This proposal also includes a new VMS server, VMS workstation computers, VMS network switches, and security control computers with 24" touch screen monitors. The existing cameras and viewing monitors will remain in place and be reused to help keep costs down. This quotation does not include any new cable as the existing cat5 cable and fiber can be reused for the cameras and new VMS switches.

The security controls computer portion of the upgrade will include Windows 10 computers, Indusoft licenses 2020 R2 and Omni server license. Also, a new license for the card access computer will be required to keep the card access system badging software current. The station that are going to be upgraded are as follows: MC1, MC2, SMC/Accu-reader, Nurse, Booking, H202, and H205.

Installation Plan:

This installation plan is laid out to help keep the jail operating as smooth as possible. There is going to be some periods of time when the video system is going to be offline. Accurate Controls will coordinate with the facility staff before any of these offline periods take place.

The first phase of the installation plan is going to involve testing the entire system and creating a list of all devices that do not work or have issues.

The second phase of this installation will include replacing the existing security control computers and touchscreen monitors. These stations can be replaced in any order so replacement times can be setup for more convenient times during the day.

Phase three of this plan will include the demolition and installation of the headend equipment in the existing cabinets. At this time the VMS systems will be down. Coordination with the facility on their practices will be done before this takes place.

Phase four of the installation will involve adding the new Video application server, and network switches to the main security equipment room.

The Fifth phase of the installation plan includes testing of the new systems for functionality.

The last phase of this installation plan is to have a shake down period to find and remedy any issues as well as to have owner/ operator training classes.



ACCURATE CONTROLS, INC.

Control Room Layouts:

Master Control (MC1 MC2, SMC) – (2) Control computers with (2) 20" touchscreen monitors, (1) SMC Computer, (1) 20" Monitor, (2) CCTV workstation computers, (4) existing 21.5" monitors with multiplex views, and (4) existing 32" wall monitors.

Nurse Control Room 053 - (1) Control computer with (1) 24" touchscreen monitor.

Booking Control Room 091 - (1) Control Computer with (1) 24" Touchscreen monitor, (1) CCTV workstation computer, and (2) existing 21.5" monitors with multiplex views.

Housing Control Room 202 - (1) Control Computer with (1) 24" Touchscreen monitor, (1) CCTV workstation computer, and (2) existing 21.5" monitors with multiplex views.

Housing Control Room 205 - (1) Control Computer with (1) 24" Touchscreen monitor, (1) CCTV workstation computer, and (2) existing 21.5" monitors with multiplex views.

This quotation includes adding the following new security electronics equipment:

- (6) Control station computers
- (6) 24" touchscreen monitors
- (1) SMC computer
- (1) 24" monitor
- (1) Jolly software license
- (7) Omniserver license and USB hard keys
- (2) 16K Indusoft upgrade license
- (3) 1500 Indusoft upgrade license
- (2) 4K Indusoft upgrade license
- (2) HP Aruba JL256A 48 Port PoE switches
- (2) HP GBIC cards for the new switch SFP ports
- (2) Hanwha workstations with up to 4 video monitors attached
- (3) Hanwha workstations with up to 2 video monitors attached
- (7) Hanwha cameras encoders
- (1) Hanwha 8 channel camera license
- (1) Hanwha 4 channel camera license
- (3) Hanwha 1 channel camera license
- (25) Hanwha encoder license 4 channel each
- (1) Hanwha pro license
- (1) Time server

Inclusions:

- All equipment for a complete IP recording and viewing system with new security control computers
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (1) technician on site for 2 weeks for installation.
- Quotation includes (2) day of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings



ACCURATE CONTROLS, INC.

Exceptions:

- Spare equipment
- All work to be completed on 1st shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- New West Penn 4246 Cat6 cabling
- Reusing existing Fiber and Fiber backbone
- New CCTV monitors
- Existing Millwork
- Reusing existing UPS
- Conduit and conduit install

Assumptions/Clarifications:

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that the new cable will be installed by the owner or owner contracted electrical.
- New video management recording server is sized to record all cameras for a minimum of 60 days on continuous recording.
- ACI will send one of our professional training team members to train staff for two full days on the new video management system equipment.

Material Costs = \$106,140.00

Labor Costs = \$29,739.00

General requirements = \$5,921.00

Quotation:

Total Quotation = \$141,800.00

Warranty:

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

Summary:

Quotation valid for 60 days and subject to change thereafter.

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at www.accuratecontrols.com. If you have any questions, comments or suggestions, please feel free to call me at 920-748-6603 ext. 240.

Respectfully,

Jeremy Dahlke

Jeremy Dahlke
Director of Customer Service Sales
jdahlke@accuratecontrols.com

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 21, 2022

ITEM TITLE:

Procurement #: 21-18

Title: Two-Ram Baler

Department: Solid Waste

Amount: \$422,370.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval: _____

Budget: \$ 422,546.12

Project Cost: \$ 422,370.00

Balance: \$ 176.12

BACKGROUND DESCRIPTION:

This purchase is for a two-ram baler that will be used by the Solid Waste Department to replace the existing IBC Auto-Tie baler. The County's Materials Recovery Facility (MRF) was constructed in 1996 for the purpose of processing and baling recyclables. The current baler was purchased in June of 2008 from International Baler Corporation (IBC). The baler currently processes nearly 2000 tons of cardboard, mixed paper, plastics and aluminum cans with revenues of over \$235,000 annually. Over the past year and half, the baler has been experiencing several problems caused by the inserters, slides, and ram wearing out due to age and usage. There have been several lengthy periods of downtime due to major issues with the hydraulic system. IBC's service department is always 3-6 months out before they can provide service. IBC provided an estimate of \$170,000 to replace the wear floor and resurface the ram, service the inserters, hydraulic system and replace all components on the auto-tie system. Due to the cost of the repair / upgrade, it was decided it was in the best interest of the County to issue a solicitation for a new baler. Minor repairs and adjustments (pressure switches, pumps, wire ties, etc.) have been made to prolong use of existing baler until new baler could be purchased and installed.

On May 31, 2022, formal sealed bids were opened for this project. Five (5) bidders were notified of this opportunity. Four (4) companies submitted bids, with Crigler Enterprises, Inc. of Mableton, GA submitting the lowest bid of \$422,370.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Harris Badger L125 eliminates several design issues that the current baler exhibited. The Badger does not require staff to handle 10 - 100lb boxes of baling wire that was located on the machine. The wire comes in a 2,500-pound stump that sits beside the machine and the bales are strapped in an area that keeps wire away from staff. The Badger bales against a metal wall, instead of the previous baled material, which keeps the bale weights consistent for loading trucks accurately. Crigler Enterprises, Inc is providing the County an \$18,000.00 trade-in for the current IBC Auto-Tie Baler.

ATTACHMENT(S):

1. ITB 21-18 Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the Award of ITB 21-18, Two-Ram Baler, to Crigler Enterprises, Inc. of Mableton, GA, in the amount of \$422,370.00.

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

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

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

I hereby certify that to the best of my knowledge this tabulation of bids to be correct.

Tronda C. Popham
Procurement Director

Bidders		Becker Complete Compactor		Crigler Enterprises, Inc.		Recycling Equipment, Inc.		Taknek	
Address		West Columbia, SC		Mableton, GA		Newton, NC		Gainsville, TX	
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Two-Ram Baler	\$629,875.13	\$629,875.13	\$415,370.00	\$415,370.00	\$430,540.00	\$430,540.00	\$525,000.00	\$525,000.00
1	Installation	\$35,496.00	\$35,496.00	\$18,500.00	\$18,500.00	\$13,500.00	\$13,500.00	\$25,000.00	\$25,000.00
1	Training	Included	\$0.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	Included	\$0.00
1	Freight (Estimated)	\$5,616.00	\$5,616.00	\$4,000.00	\$4,000.00	\$12,500.00	\$12,500.00	FOB at Destination	\$0.00
	Grand Total of Baler		\$670,987.13		\$440,370.00		\$458,040.00		\$550,000.00
	Trade-In		-\$10,000.00		-\$18,000.00		-\$15,000.00		-\$5,000.00
	Total Cost of Baler with Trade-In		\$660,987.13		\$422,370.00		\$443,040.00		\$545,000.00
	Warranty	5 Years Structure 1 Year Parts 1 Year Labor		5 Years Structure 2 Year Parts 1 Year Labor		1 Year		3 Year	

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Oconee County 2022 Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2022



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

ROOM FOR RENT

to Clemson Univ. student.
14 miles (20) minutes from campus, this semester. WIFI, fridge, microwave, washer, dryer, den, Dish TV, downstairs. I'm retired, I live upstairs, my greatroom and BR, and kitchen are there. I only come downstairs to wash cloths. Fully furnished. Very nice safe neighborhood. No lease required. Prefer female or grad student.
\$600 bucks.
864-710-1704.

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HOUSES

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ANNOUNCEMENTS

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Classifieds Work

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16. October 17, 2022
17. November 7, 2022
18. November 21, 2022
19. December 5, 2022
20. December 19, 2022
21. January 16, 2023

The Oconee County Council will meet in 2022 at 6 p.m. on the first and third Tuesday of each month with the following exceptions:

July & August meetings, which will be only on the third Tuesday of each of these months;

December meeting, which will be only the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 18, 2022 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 3, 2023 in Council Chambers at which point they will establish their 2023 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 18, 2022 in Council Chambers.

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

Oconee County Council Committees will meet in 2022 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 15, April 5, July 19, & September 20, 2022.

The Transportation Committee at 4:30 p.m. on the following dates: February 15, April 19 [4:00 p.m.], July 19, & September 20, 2022.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

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

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

U-STOR-IT

Mini Warehouse

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

654-1000

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2022 at 6 p.m., on the first and third Tuesday of each month with the following exceptions:

- July & August meetings, which will be **only** on the third Tuesday of each of these months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 18, 2022 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 3, 2023 in Council Chambers at which point they will establish their 2023 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 18, 2022 in Council Chambers.

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

Oconee County Council Committees will meet in 2022 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 15, April 5, July 19, & September 20, 2022.

The Transportation Committee at 4:30 p.m. on the following dates: February 15, April 19 [4:00 p.m.], July 19, & September 20, 2022.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

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

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

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

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

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

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

(c) *Prohibited acts.* It shall be unlawful for any person to:

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



Public Comment

SIGN IN SHEET

6:00 PM

June 21, 2022

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	TOMMY ABAMS	Budget
2	Patsy Davis	Subd. Sessions
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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.