

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-17**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND PREZERO US SERVICES, LLC (“PREZERO”), AND AMENDING THE AMENDED FEE AGREEMENT DATED AS OF OCTOBER 1, 2019; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) to cause to be acquired properties (which such properties constitute “projects” as defined in the Act) and to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes (the “FILOT”) through a FILOT agreement (the “Fee Agreement”) pursuant to the Act through which powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to an Oconee County ordinance dated October 7, 2014, the County Council authorized the execution and delivery by the County of a Fee Agreement dated as of October 1, 2014 (the “Original Fee Agreement”) with ACI PLASTICS SOUTH, LLC (“ACI Plastics”) for the purpose of supporting a portion of the cost through economic development incentives, of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of manufacturing and engineering thermo plastic compounds in the County and all activities related thereto (the “Project”); and

WHEREAS, on October 1, 2019, the County entered into an Amended Fee Agreement (the “Amended Fee Agreement”) adding ACI Properties South, LLC (“ACI Properties”), and Greencycle US Holding, Inc. as sponsors (“GreenCycle” and together with ACI Plastics and ACI Properties, the “Original Sponsors”);

WHEREAS, the Amended Fee Agreement committed the Original Sponsors to a minimum investment of \$10 million in the County on or before December 31, 2020;

WHEREAS, the Amended Fee Agreement provided that if the \$10 million goal was met by December 31, 2020, the investment period would be extended until December 31, 2025 for fee in lieu

of tax expenditures otherwise subject to ad valorem taxes except for the fee granted in the Fee Agreement;

WHEREAS, the Amended Fee Agreement provided that as of October 1, 2019, ACI Plastics had invested \$1,700,000 in the Project under the Fee Agreement and committed that the Original Sponsors would invest not less than \$10,000,000 on or before December 31, 2020 in compliance with the minimum investment required by the Act;

WHEREAS, the Original Sponsors invested \$14,760,422 in the Project under the Amended Fee Agreement on or before December 31, 2020 in compliance with the minimum investment required;

WHEREAS, pursuant to one or more transactions involving the Original Sponsors and PreZero, which transactions closed on July 9, 2021 (“Closing”), the Original Sponsors sold, assigned, and transferred (the “Transfer”) to PreZero all of their rights, titles, and interests in and to the Original Project, including without limitation all real and personal property qualifying as Economic Development Property (the “FILOT Property”) and all of their rights, titles, and interests in, to, and under the Fee Agreement as amended by the Amended Fee Agreement;

WHEREAS, Section 4.11 of the Fee Agreement, as amended by the Amended Fee Agreement, and Section 12-44-120 of the Act permit assignment or transfer of the Fee Agreement and the FILOT Property provided the County enacts a written consent via a resolution of County Council;

WHEREAS, pursuant Resolution 2021-08, duly adopted on July 20, 2021, by County Council, the County approved the Transfer and authorized the execution of the Assignment (as defined below);

WHEREAS, the County, the Original Sponsors, and PreZero entered into an agreement to transfer the Fee Agreement to PreZero dated July 27, 2021 (the “Assignment”);

WHEREAS, certain provisions in the Assignment required clarification and in furtherance of such clarification, the County and PreZero executed Addendum #1 to that certain Agreement as to Assignment and Assumption of Amended Fee Agreement, dated July 27, 2021;

WHEREAS, the County and PreZero have agreed to further amend the Amended Fee Agreement to provide for certain special source revenue credits in connection with PreZero’s agreement to make an additional investment of \$11,500,000 in the Project and create 32 new jobs;

WHEREAS, Section 12-44-40(K)(1) and (2) of the Act permits the County to further amend the Amended Fee Agreement as requested by PreZero;

WHEREAS, the County Council finds that granting the request of PreZero to so amend the Amended Fee Agreement is in the best interest of the County and its people since it will induce PreZero to continue the Project, make additional investment, and create new jobs in the County; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of a Second Amendment to Fee Agreement by and between the County and PreZero which includes (1) the continuation of the same fee payments, in terms of calculation of payments made to the County, required under the Amended Fee Agreement, provided that any additional investment made by PreZero during the remainder of the Investment Period shall receive a 20% special source revenue credit for five years; (2) the continuation of the same fee in lieu of tax payments as under the Amended Fee Agreement only for the time required and allowed for payments under the Amended Fee Agreement, plus an extension of the Investment Period until December 31, 2025 (which was defined in the Amended Fee Agreement as an “Amended Investment Period”; (3) the appropriate agreements and terms to otherwise continue the terms and provisions, including expectations of the parties, and limitations of the Amended Fee Agreement, without change except as specified herein, and (4) the substitution of PreZero in place of the Original Sponsors in the Second Amendment to Fee Agreement as contemplated by the Assignment; and

WHEREAS, it appears that the Second Amendment to Fee Agreement above referred to (the “Second Amendment to Fee Agreement”), which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, in meeting duly assembled, as follows:

Section 1. It is the intention of the County Council and PreZero that the amendment of the Amended Fee Agreement shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and the Original Sponsors to either party, provided, PreZero shall be entitled to receive a 20% special source revenue credit on any additional investment in the Project during the remainder of the Investment Period.

Section 2. The terms of the Second Amendment to Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Second Amendment to Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Second Amendment to Fee Agreement in the name and on behalf of the County, and thereupon to cause the Second Amendment to Fee Agreement to be delivered to PreZero. The Second Amendment to Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all

changes or revisions therein from the form of the Amended ACI Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended ACI Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended ACI Fee Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ___ day of _____ 2021.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Acting Clerk to County Council
Oconee County, South Carolina

First Reading: August 17, 2021
Second Reading: September 7, 2021
Public Hearing: September 21, 2021
Third Reading: September 21, 2021

SECOND AMENDMENT TO FEE AGREEMENT

THIS SECOND AMENDMENT TO FEE AGREEMENT is made and entered into as of _____, 2021, by and between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council as governing body of the County, and PREZERO US SERVICES, LLC, a Delaware limited liability company qualified to conduct business in the State of South Carolina (“*PreZero*”).

WITNESSETH:

WHEREAS, Oconee County, South Carolina (the “*County*”), acting by and through its County Council, and as authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, entered into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement having an effective date of October 1, 2014 with ACI Plastics South, LLC, a South Carolina Limited Liability Company (“*ACI Plastics*”), whereby the County covenanted with ACI Plastics to accept certain payments in lieu of *ad valorem* taxes, with respect to investments by ACI Plastics relating to ACI Plastics’ establishment of a thermo plastic compound manufacturing facility in Oconee County, South Carolina, which lies in a Multi-County Industrial Park established by the County (the “*Original Project*”);

WHEREAS, the Fee Agreement was approved by the County Council on October 7, 2014;

WHEREAS, on October 1, 2019, the County entered into an Amended Fee Agreement (the “*Amended Fee Agreement*”) adding ACI Properties South, LLC (“*ACI Properties*”), and Greencycle US Holding, Inc. as sponsors (“*GreenCycle*” and together with ACI Plastics and ACI Properties, the “*Original Sponsors*”);

WHEREAS, the Amended Fee Agreement committed the Original Sponsors to a minimum investment of \$10 million in the County on or before December 31, 2020;

WHEREAS, the Fee Agreement provided that if the \$10 million goal was met by December 31, 2020, the investment period would be extended until December 31, 2025 for fee in lieu of tax expenditures otherwise subject to *ad valorem* taxes except for the fee granted in the Fee Agreement;

WHEREAS, the Amended Fee Agreement provided that as of October 1, 2019, ACI Plastics had invested \$1,700,000 in the Project under the Fee Agreement and committed that the Original Sponsors would invest not less than \$10,000,000 on or before December 31, 2020 in compliance with the minimum investment required by the Act;

WHEREAS, the Original Sponsors invested \$14,760,422 in the Project under the Amended Fee Agreement on or before December 31, 2020 in compliance with the minimum investment required;

WHEREAS, pursuant to one or more transactions involving the Original Sponsors and PreZero, which transactions closed on July 9, 2021 (“*Closing*”), the Original Sponsors sold, assigned, and transferred (the “*Transfer*”) to PreZero all of their rights, titles, and interests in and to the Original Project, including without limitation all real and personal property qualifying as Economic Development Property (the “*FILOT Property*”) and all of their rights, titles, and interests in, to, and under the Fee Agreement as amended by the Amended Fee Agreement;

WHEREAS, Section 4.11 of the Fee Agreement, as amended by the Amended Fee Agreement, and Section 12-44-120 of the Act permit assignment or transfer of the Fee Agreement and the FILOT Property provided the County enacts a written consent via a resolution of County Council;

WHEREAS, pursuant Resolution 2021-08, duly adopted on July 20, 2021 by County Council, the County approved, contingent on the Closing, the Transfer and authorized the execution of the Assignment (as defined below);

WHEREAS, the County, the Original Sponsors, and PreZero entered into an agreement to transfer the Fee Agreement to PreZero dated July 20, 2021 (the “*Assignment*”);

WHEREAS, certain provisions in the Assignment required clarification and in furtherance of such clarification, the County and PreZero executed Addendum #1 to that certain Agreement as to Assignment and Assumption of Amended Fee Agreement, dated July 27, 2021;

WHEREAS, the Closing took place on July 9, 2021;

WHEREAS, the County and PreZero have agreed to amend the Fee Agreement to provide for certain special source revenue credits in connection with PreZero’s agreement to make an additional investment of \$11,500,000 in the Project and create 32 new jobs;

WHEREAS, Section 12-44-40(K)(1) and (2) of the Act permits the County to amend the Fee Agreement as requested by PreZero; and

WHEREAS, the County Council finds that granting the request of PreZero to so amend the Fee Agreement is in the best interest of the County and its people since it will induce PreZero to continue the Project, make additional investment, and create new jobs in the County; and

WHEREAS, pursuant to the Second Amended Fee Ordinance, adopted on _____ __, 2021, the County Council authorized the County to enter into this Second Amended Fee Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Second Amended Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Act” shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Authorized Sponsors Representative” shall mean any person designated from time to time to act on behalf of each or any of the Sponsors by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsors, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsors Representatives to act for the Sponsors with respect to different sections of this Amended Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Oconee County, South Carolina.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“Company” shall mean PreZero US Services, LLC, a Delaware limited liability company duly qualified to transact business in the State.

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Second Amended Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsors’ removal of equipment pursuant to Section 4.5 of this Second Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.6 of this Second Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.7 of this Second Amended Fee Agreement.

“Economic Development Property” shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Second Amended Fee Agreement, and which are identified by the Sponsors in connection with the required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing

may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsors.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project pursuant to this Amended Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.12 of this Amended Fee Agreement.

“Extended Investment Period” shall mean the investment period for the Project from January 1, 2021 until December 31, 2025.

“Facility” shall mean any such facility that the Sponsors may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by or on behalf of the Sponsors for the Project.

“Fee Agreement” shall mean the Fee Agreement dated as of October 1, 2014, by and between ACI Plastics and the County, as amended by the Amended Fee Agreement dated as of October 1, 2019, by and between the County and ACI Plastics, ACI Properties, and GreenCycle.

“Fee Term” shall mean the period from the date of delivery of this Second Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Second Amended Fee Agreement.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.1 hereof.

“Improvements” shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Amended Fee Agreement.

“Initial Investment Period” shall mean the period commencing with the first day that economic development property was acquired pursuant to the Fee Agreement and ending on December 31, 2020.

“Investment Period” shall mean the period commencing with the first day that economic development property was acquired pursuant to the Fee Agreement and continuing pursuant to this Second Amended Fee Agreement and ending on December 31, 2025 (the Initial Investment Period plus the Extended Investment Period).

“New Investment” shall mean all investment by the Sponsor from the date of this Second Amended Fee Agreement until the end of the Investment Period.

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which the Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; and (ii) any released property or

other property which fails or ceases to qualify for FILOT Payments, including without limitation property as to which the Sponsor has terminated the FILOT. The Sponsor agrees that the real estate improvements on the Real Property as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2055, except with respect to the New Investment, for which the County has agreed to a 20-year term, such that the last Phase Termination Date shall be no later than December 31, 2045.

“Project” shall mean the Equipment, Improvements, and/or Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and includes the Original Project. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Second Amended Fee Agreement.

“Real Property” shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Amended Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of the Fee Agreement and this Amended Fee Agreement.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Sponsors shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Second Amended Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsors, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsors in their sole discretion, elect to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) of this Amended Fee Agreement (subject, always, to the terms and provisions of Section 4.3, hereof). (subject, always, to the terms and provisions of Section 4.3, hereof).

“Replacement Property” shall mean any property which is placed in service as a replacement pursuant to Section 4.2 for any item of Equipment or any Improvement which is scrapped or sold by the Sponsors and treated as a Removed Component under Section 4.5 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Second Amended Fee Agreement” shall mean this Second Amended Fee Agreement dated as of _____, 2021, which amends and replaces the Fee Agreement, except as otherwise noted herein or in the Fee Agreement.

“Second Amended Fee Ordinance” shall mean the Ordinance of the County Council adopted on _____, 2021 authorizing the Second Amended Fee Agreement dated as of _____, 2021.

"Special Source Revenue Credit" shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean the Company as assignee pursuant to the Assignment. Any reference to any agreement or document in this Article I or otherwise in this Second Amended Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Sponsors as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Second Amended Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the amendment of the Fee Agreement, and the execution and delivery of this Second Amended Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Sponsor to the County, constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project, except for Non-Qualifying Property, shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Sponsor. The Sponsor represents and warrants to the County as follows:

(a) The Sponsor represents and warrants that the Sponsor is duly organized and in good standing under the laws of the State, and is qualified to do business in the State, has the power to enter into this Second Amended Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Second Amended Fee Agreement.

(b) The Sponsor represents and warrants that the execution and delivery of this Second Amended Fee Agreement by the Sponsor and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to operate the Project for the purpose of manufacturing and engineering of thermo plastics compounds for industry and commercial use and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to locate and expand the Facility in the State.

(e) Inasmuch as at present the Sponsor and the Original Sponsors have invested at least \$10,000,000 in the Project under the Fee Agreement on or before December 31, 2020, the cost of the Project will exceed the minimum investment required by the Act and the Investment Period has thus been extended to December 31, 2025 for fee in lieu of tax eligible investments, subject to the fee, in the Project (counting the investment already made in the Project under the Fee Agreement and the Amended Fee Agreement).

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Sponsor has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project, and the Original Sponsors have already invested at least \$10,000,000 in the Project under the Fee Agreement and Amended Fee Agreement which are being amended by this Second Amended Fee Agreement.

Pursuant to the Act, the Sponsor and the County hereby agree that the property properly comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2 New Investment. The Sponsor agrees to use reasonable efforts to make an additional investment of \$11,000,000 on or prior to the end of the Extended Investment Period. In consideration of the existing investment and the pursuit of this additional investment by the Sponsor, and provided that the Economic Development Property comprising the New Investment is placed in service prior to the end of the Extended Investment Period, the County agrees that all additional investment shall be entitled to the benefits of this Second Amended Fee Agreement. Furthermore, as described in Section 4.1 below, the County agrees to provide Sponsor with a 20% special source revenue credit for a period of 5 years for the New Investment.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 FILOT Payments and Special Source Revenue Credits.

Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Project has already

involved an investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A) (1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2025. Said payments are to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and Sponsors for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Second Amended Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase is or becomes subject to the Second Amended Fee Agreement.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect at the Project site, for all taxing entities, on June 30, 2014, which the parties hereto believe to be 215.0 mils, (which millage rate shall remain fixed for the term of this Second Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

With respect to the New Investment only, the County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of the Sponsor's investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability (the amount due to the County following the completion of Step 3 above) equal to 20% of the annual FILOT Payments with respect to the New Investment for a period of 5 years.

The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Second Amended Fee Agreement. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

In order to receive the Special Source Revenue Credit on Non-Qualifying Property, the Sponsor agrees to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsors with the benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County. If due to such invalidity or unenforceability the Project is deemed to be subject to ad valorem taxation for any reason, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsors shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Sponsor if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Sponsor with respect to the Project pursuant to the terms hereof.

Section 4.2 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows: (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Sponsors for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsors with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution of Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project subject to the provisions of the Act, shall be reduced in the same proportion as the amount of such Diminution of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2020, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$10,000,000, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments for the Project equal to the payments which would be due if the Project property were not Economic Development Property.

Section 4.4 Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.5 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Amended Fee Agreement, and subject, always, to Section 4.3, hereof, the Sponsor shall be entitled upon written notice to the County to remove the following types of

components or Phases of the Project from the Project with the result that said components or Phases shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Second Amended Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which each of the Sponsors, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which each of the Sponsors, in their sole discretion, elects to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) hereof..

Section 4.6 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Agreement, the Sponsor may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor, subject, always, to Section 4.3, hereof. Subject to the provisions of the Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Sponsor elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.7 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Second Amended Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Sponsor, subject, always, to Section 4.3, hereof, may elect: (i) to terminate this Amended Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.8 Maintenance of Existence. The Sponsor agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain

its existence and good standing under all applicable provisions of State law. Provided, however, the Sponsor may merge with or be acquired by another company so long as the surviving company has a net asset value equal to or greater than that of the Sponsor.

Section 4.9 Indemnification Covenants.

(a) The Sponsor agrees to indemnify and save the County, its employees, officers, and agents (the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County’s entry into this Agreement, except such claims as may arise from the failure of the representations made by the County pursuant to Sections 2.1(a) and 2.1(c). The Sponsor shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Sponsor shall defend them in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

Section 4.10 Confidentiality/Limitation on Access to Project; Records and Reports. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state of the art” manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations could result in substantial harm to the Sponsor and could thereby have a significant detrimental impact on the Sponsor’s employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Sponsor, if the Sponsor does provide such information to the County, the Sponsor will clearly and conspicuously mark such information as “Confidential” or “Proprietary”, or both, then, in that event, prior to disclosing any such properly marked and identified confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.11 Assignment and Subletting. Subject to the prior written consent of the County (unless such consent is expressly not required under Section 12-44-120 of the Act or any amendment

thereof) this Second Amended Fee Agreement may be assigned in whole or in part and the Project may be leased or subleased as a whole or in part by the Sponsor.

Section 4.12 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be “Events of Default” under this Second Amended Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Second Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to pay any other amounts to the County due hereunder or to perform any of the material terms, conditions, obligations or covenants of the Sponsor hereunder, other than those already noted in this Section 4.12 and which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.13 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Second Amended Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Second Amended Fee Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 4.14 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Second Amended Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.15 Reimbursement of Legal Fees and Expenses. The Sponsor agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to reasonable attorneys' fees and expenses not to exceed \$5,000. The Sponsor agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further, if the Sponsor shall default under any of the provisions of this Second Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Sponsor contained herein, the Sponsor will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.16 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Amended Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

As to the County:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: County Administrator

with copies (which shall not constitute notice) to:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attn. County Attorney

Kozlarek Law LLC
PO Box 565
Greenville, SC 29602

Attention: Michael Kozlarek, Esq.

As to the Company:

PreZero US Services, LLC
2301 E. 7th Street, Ste. A-337
Los Angeles, CA 90023
Attention: Chief Financial Officer

with a copy (which shall not constitute notice) to:

K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, SC 29401
Attention: W. Ford Graham, Esq.

Section 5.2 Binding Effect. This Second Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Second Amended Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Second Amended Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Second Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Second Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Second Amended Fee Agreement.

Section 5.6 Amendments. The provisions of this Second Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Sponsor, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Second Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Second Amended Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be

unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligations. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS SECOND AMENDED FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause beyond the Sponsor's reasonable control.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman
Oconee County Council

ATTEST:

Amanda Brock, Administrator
Oconee County

PREZERO US SERVICES, LLC

By: _____
Name: _____
Its: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-18**

**AN ORDINANCE TO REZONE PARCEL 192-00-04-028 FROM THE
CONSERVATION DISTRICT TO THE LAKE RESIDENTIAL DISTRICT,
PURSUANT TO OCONEE COUNTY CODE OF ORDINANCES CHAPTER
38, ARTICLE 8.**

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 County Council (the “County Council”), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the “Act”), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended to adopt zoning regulations and districts;

WHEREAS, Oconee County Council has enacted zoning regulations and established districts, now codified in Chapter 38 of the Oconee Code of Ordinances (“O.C. Code”);

WHEREAS, consistent with Section 38-8.1 of the O.C. Code, a petition to rezone a single parcel (identified by tax map number 192-00-04-028) was presented to the Oconee County Planning Commission for review and recommendation. (See petition attached as Exhibit A.);

WHEREAS, the Oconee County Planning Commission reviewed the petition and recommended that the Oconee County Council approve the request. (See Planning Commission Minutes attached as Exhibit B.);

WHEREAS, the Oconee County Council has considered the recommendation of the Oconee County Planning Commission, held a duly noticed and advertised public hearing, and approves the recommendation to rezone the parcel currently identified by tax map number 192-00-04-028 from the Conservation District to the Lake Residential District.

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

1. The parcel currently identified by tax map number 192-00-04-028, previously zoned in the Conservation District (CD) and duly identified on the Official Zoning Map to be in the Conservation (CD) District, is hereby rezoned and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted on Exhibit C to this Ordinance. The parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the LRD in Chapter 38 of the Code.
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2021.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Acting Clerk to County Council
Oconee County, South Carolina

First Reading: August 17, 2021
Second Reading: September 7, 2021
Public Hearing: September 21, 2021
Third Reading: September 21, 2021

EXHIBIT A

Attached

EXHIBIT B

Attached

EXHIBIT C

Attached

EXHIBIT B

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Minutes

5:00 pm- Monday, August 2, 2021

Council Chambers - Oconee County Administrative Complex

Members Present

Frankie Pearson

Alex Vassey

David Nix

Mike Smith

Mike Johnson

Pat Williams

Staff Present

Vivian Kompier

Media Present

None

1. Call to order – Mr. Smith called meeting order at 5:00 PM
2. Invocation was led by Mr. Smith
3. Pledge of Allegiance was led by Mr. Johnson
4. Approval of minutes for July 8, 2021 and July 19, 2021 – Mr. Nix made a motion to approve the minutes for July 8th; seconded by Mr. Vassey and unanimously approved 6/0. Mr. Pearson made a motion to approve the minutes for July 19th; seconded by Mr. Nix and unanimously approved 6/0.
5. Public comment for non-agenda items (4 minutes per person) – None
6. Commission member comments
 - a. Mr. Smith – Planning & Economic Development Committee has asked the Planning Commission to address reducing curb cuts and increasing auxiliary turn lanes on certain corridors. Within that request is a desire to harmonize Chapter 26 (Roads & Bridges), Chapter 32 (Unified Performance Standards), and Chapter 38 (Zoning). The RV Ordinance requires a revision. Strategies that require an annual review for 2021-22 are coming up in the future.
7. Staff comments – None
8. Public Hearing 2021 – A request by James R. Neal & Diane E. Neal, the owners of a property on Waterstone Drive identified as TMS #192-00-04-028, to rezone said property, which consists of 4.343 acres, from CD (Conservation District) to LRD (Lake Residential District).

- a. Procedure – Mr. Smith read the Parliamentary Procedures adopted by the State of South Carolina and will be used for this public hearing. Public hearing is the tool used to get input from the public. Planning Commission members should refrain from making comments during the hearing and should not enter in debate with the public or other member of the Commission. There is no time limit for public comment. At the conclusion of the hearing, a motion will be made and seconded to address the rezoning request. A discussion by the Commission Members will follow. Matters addressed during the public hearing may be commented on during the Commission’s discussion. The Chair will call for a vote at the end of the discussion. The Planning Commission’s decision will be forwarded to the County Council for further action.
- b. Public Comment – none
- c. Motion – Mr. Smith made a motion that Parcel #192-00-04-028 be rezoned from Conservation District to Lake Residential District. Mr. Johnson seconded.
- d. Discussion – Mr. Johnson found in his research that the original developer of the land put a section of the development into a conservancy in 2014. He noted that this is a common practice when developers are unable to sell the land. The developer then pulled the subject parcel out of the conservancy as a residential lot for himself. At the same time, the Oconee County Tax Office changed the tax classification from Agricultural to Residential for the subject parcel. As a result, the taxes on the parcel have been paid as such. Mr. Williams asked what type of conservancy easement is on the property? The Commission deferred to Ms. Kompier, who explained that the parcel in question is **zoned** in the Conservation District; there is no easement. Mr. Johnson asked if there was a tax benefit for the developer for making the changes he made. Ms. Kompier stated that she did not find any benefit. She explained that when she first started researching the request, she thought the zoning was a mistake. Ms. Kompier contacted Lisa Simmering, Oconee County GIS Manager, and Ms. Simmering confirmed that the documentation shows the zoning was intended. Mr. Williams expressed his concern that this will open the door for others to change zoning from Conservation to Residential. Ms. Kompier addressed Mr. Williams concern stating that this is a unique piece of property. First, parcels in the Conservation District are supposed to be 10 acres or more. The subject parcel is 4.343 acres. Ms. Kompier is not sure how or why it was zoned Conservation District, but the people who bought the property last year want to build a house on it. Mr. Johnson restated that the property is classified residential on public facing documents and the tax rate has been residential since 2014. Therefore, Mr. Johnson believes that the County has already made the call—it’s residential. Mr. Pearson asked if there was a letter from the Waterstone HOA. Ms. Kompier shared a document that the Neals HOA dues are current. Mr. Pearson asked if the HOA is in agreement with the rezoning request. Ms. Kompier noted that there is no one in attendance or otherwise voicing their opposition after being notified of the public hearing. Mr. Johnson made mention of a statement in a letter that the Neals envision splitting the lot to give to their children to build next door to them. Mr. Johnson noted that this would be an issue for the Waterstone HOA, not the Planning Commission. Mr. Pearson commented on Mr. Williams concern about this request opening up a flood gate of rezoning requests. Mr. Pearson stated that the County’s zoning structure is set-up where property owners can request for property be rezoned, unlike the Conservation Bank. Ms. Kompier added that if you rezone, the property owner is not allowed to rezone back to Control Free District. Mr. Vassey asked for confirmation that the subject parcel was originally part of the larger tract of land being developed. Mr. Johnson stated that was his understanding. Mr. Vassey confirmed that the Waterstone HOA now owns the remaining 32 acres.

- e. Vote – Mr. Smith called for a vote for the motion on the table. The motion was passed unanimously 6/0. Mr. Smith made a motion that the Commission’s decision be sent to County Council for their consideration. Mr. Nix seconded and unanimously approved 6/0.
9. Adjourn – Mr. Pearson made a motion to adjourn; seconded by Mr. Nix and approved unanimously 6/0 at 5:18 PM.



Oconee County Planning

LAND-USE

SITE-PLAN REVIEW

CODE ENFORCEMENT

PETITION FOR REZONING

PURSUANT TO SECTION 38-8.6 (SUBSEQUENT REZONING) OF THE OCONEE COUNTY CODE OF ORDINANCES

"I hereby certify that I own the lot, parcel, or tract of land currently designated by TMS # 192 - 00 - 04 - 028 (the "Parcel"). The Parcel is currently zoned in the CD (CONSERVATION) District, and I hereby request that the Parcel be rezoned to the LRD (Lake Residential) District, and that all appropriate Oconee County records, including the Oconee County Official Zoning Map, be amended to reflect this rezoning request.

In support of my request, I state the following:

SEE ATTACHED

(Attach pages if necessary.)

I acknowledge that the Oconee County Council, Oconee County Planning Commission, and Oconee County staff must take into consideration all relevant information in evaluating this petition, that the final decision rests entirely with the Oconee County Council, and that the approval of this petition is not guaranteed.

6/24/2021
Date

[Handwritten Signature]
Signature Diane E. Neal

James R. Neal / DIANE E. Neal
Print Name

James and Diane Neal
116 Delaney Circle, Summerville, SC 29485
Ph: (843) 906-6190

Oconee County Planning Commission
415 Pine St
Walhalla, SC 29691

Dear Sirs,

We respectfully request you grant our rezoning request for our property at 258 Waterstone Drive, West Union, SC, TMS 192-00-04-028. We purchased the property in November of 2019. Our intention was to build our retirement home and become permanent residents. We even envisioned dividing the lot to provide a place for our children to build their home nearby. This winter, after weathering pandemic, we engaged a surveyor to survey the lot as our first step towards laying out our homesite and considering how we might provide from additional dwellings. We contacted the County Planning department to find out how we should proceed. The planning department head (Since departed) called us and told us that the property was zoned "Conservation" and the minimum lot size for building a home was 10 acres. Thus, as currently zoned we cannot even build a home on a lot that is listed on the county website as "Residential Vacant Land".

This, of course, was devastating. We are an official residential lot (lot 27) in the Waterstone HOA seen the revised HOA covenants (attached). We believe we should be accorded the same rights as the other members of the community. We want to make this our home and our family's home. I believe that when this lot was separated from the larger conservation lot, they did not complete the process of converting it to a residential lot.

Regardless of why it was not rezoned properly in the past, today we are asking you to approve our request change the zoning of our property from CD to LRD. This will allow us to build our home and accord us the same rights as those enjoyed by the others in our HOA and community.

Thank you

James R and Diane E. Neal

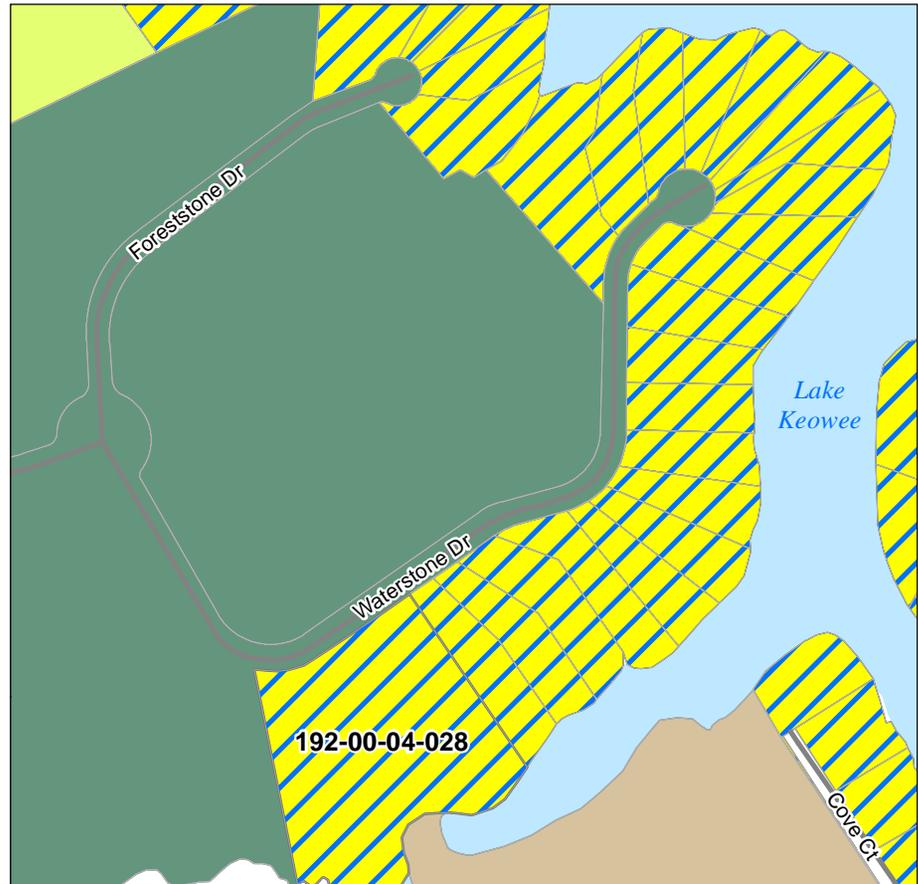
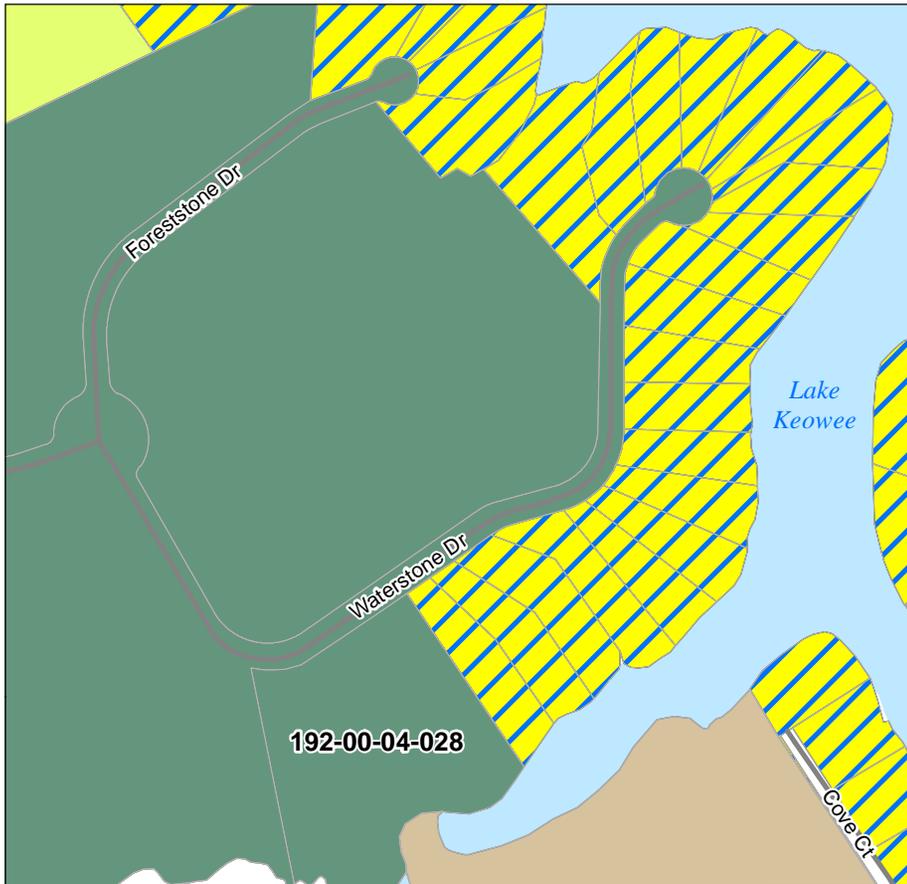


The image shows two handwritten signatures in black ink. The top signature is for James R. Neal, featuring a stylized, cursive 'JRN' monogram. Below it is the signature for Diane E. Neal, written in a more legible cursive script.

EXHIBIT C

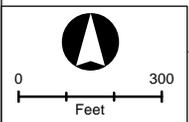
Current Zoning

Proposed Zoning



Zoning Classifications

	Municipality
	Agricultural
	Agricultural Residential
	Community Commercial
	Conservation
	Control Free
	Highway Commercial
	Industrial
	Lake Residential
	Mixed Use
	Planned Development
	Public and Recreational Lands
	Residential
	Rural Residential
	Traditional Rural



192-00-04-028

192-00-04-028

Mt Olive Church Rd

Mt Olive Church Rd

Lake Keowee

Lake Keowee

Foreststone Dr

Waterstone Dr

Foreststone Dr

Waterstone Dr

Cove Ct

Cove Ct

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-20**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA (“SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY 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, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 37 million Americans have been infected with COVID 19, and more than 625,000 deaths have resulted;

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, 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, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the City of Seneca (“Seneca”) has requested assistance from the County in order to construct, improve, and/or repair certain water and wastewater infrastructure, as more particularly described on the attached Exhibit A (the “Seneca Water and Wastewater Infrastructure Project”);

WHEREAS, the Seneca Water and Wastewater Infrastructure Project is a necessary infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject, area and (2) increase water use efficiency and conservation.

WHEREAS, the County desires to assist Seneca with the Seneca Water and Wastewater Infrastructure Project, by contributing an amount up to Three Million and 00/100 (\$3,000,000.00) Dollars of County ARPA Funds.

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

Section 1. Appropriation. Three Million and 00/100 (\$3,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Seneca Water and Wastewater Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Seneca Water and Wastewater Infrastructure Project is approved in an amount up to Three Million and 00/100 (\$3,000,000.00) Dollars, subject to the following conditions:

- a) 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.
- b) County and Seneca shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the

Seneca Water and Wastewater Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County’s receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Seneca Water and Wastewater Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Seneca Water and Wastewater Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. 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 5. 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 6. 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 _____, 2021.

ATTEST:

Acting Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: September 7, 2021
Second Reading: September 21, 2021
Third Reading: _____
Public Hearing: _____



Robert W. Faires, III · Director of Utilities · rfaires@seneca.sc.us

July 29, 2021

To: Oconee County Council

From: Bob Faires
Seneca Light & Water

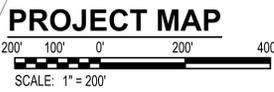
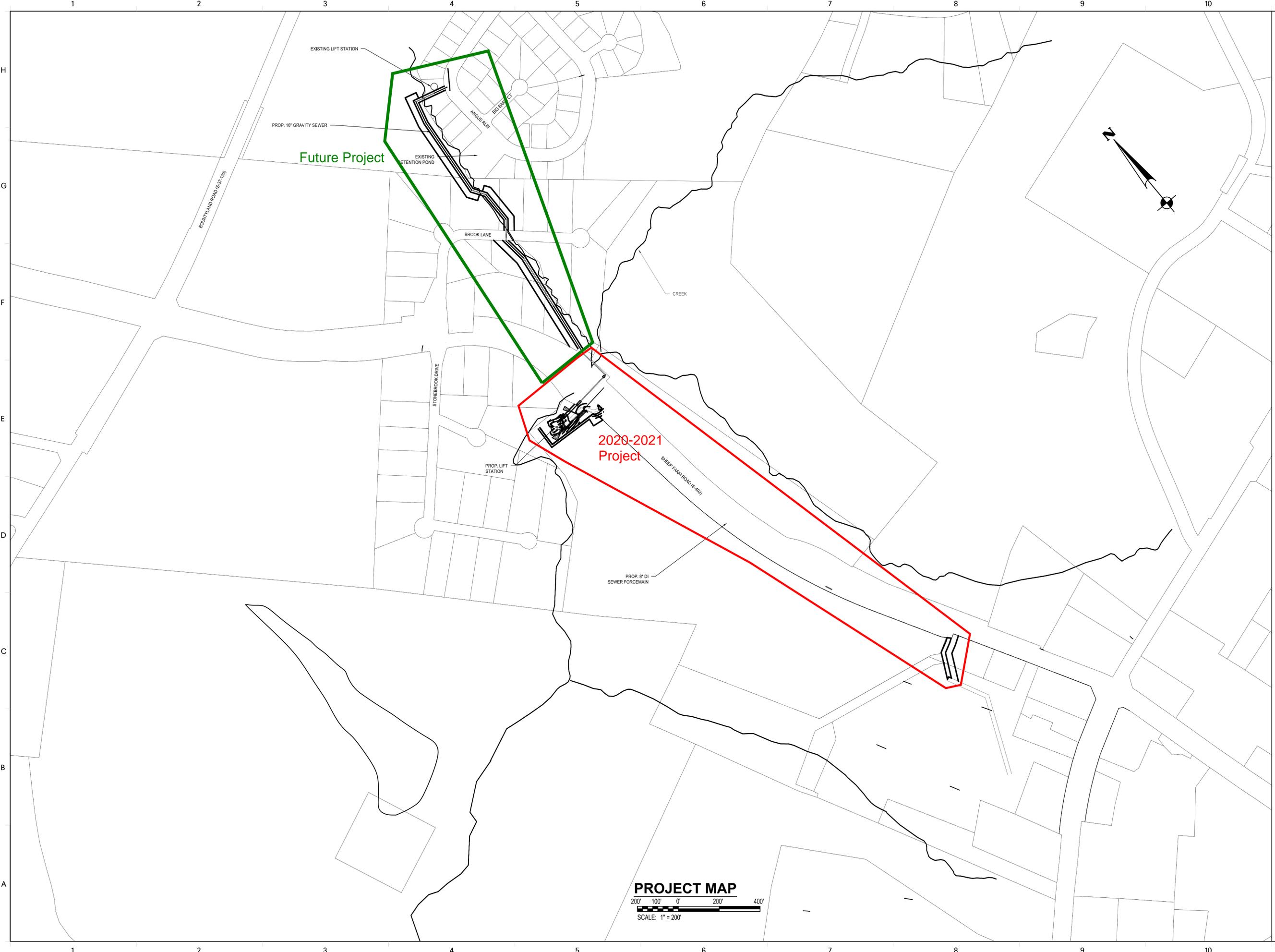
Re: Funding Allocation
American Rescue Plan Act of 2021

The following water and sewer projects have been identified to appropriately utilize the federal funds as allocated by Oconee County. All projects listed will be completed with 36 months of funds becoming available.

- **Construct a gravity sewer line** from the Sheep Farm Road sewer lift station area to the Cliffabee Leas sewer lift station. This project allows for operational alternatives to serve customers in the Bountyland Road and Hwy 28 area. Much of this line has been surveyed and engineered and would be ready for bid shortly after funds become available. (Estimated cost \$550,000)
- **Replace AC waterlines along Hwy 28.** These water lines are becoming an ever increasing issue and not only disrupts water supply to customers, but also disrupts traffic on Hwy 28 during repairs to the lines. This project will replace over 12,500 feet of 8" AC waterline and over 3,000 feet of 6" waterline with ductile iron pipe. The new lines will be located outside of the paved area of the road easement. This work will be ready for bid when funds become available. (Estimated cost \$1,550,000)
- **Rehabilitate the sanitary sewer main line along Seneca Creek.** This includes lining over 4400 feet of 15" clay sewer lines and refurbishing 30 manholes. This will help with persistent inflow & infiltration issues which affect the OJRSA Seneca Creek Lift Station. This work will be ready for bid shortly after funds become available. (Estimated cost \$800,000)
- **Replace galvanized water lines** through-out the system as funds allow. There are roughly 25 miles of old galvanized lines on the system. A majority of these lines are 2" diameter. The amount of these lines to be replaced using these funds will be dependent on the actual cost of the projects listed above. (Estimated cost \$100,000)

Attached is reference material for the projects listed. Please let me know if there are any questions or concerns.

DRAWING FILE: T:\Greenville_SCOGRE Proj\Sevesa Light and Water\CGRE190047 Bountyl and Infrastructure Phase I\DWG\Bountyl and Base.dwg
PLOTTED: Dec 04, 2019 - 11:45am



PROJECT MAP

C-100

BOUNTYLAND INFRASTRUCTURE
PHASE I
SENECA, SC

CGRE190047
NOT - RELEASED FOR CONSTRUCTION

ISSUE DATE
60% Client Review 12.06.2019

DRAWN BY: TMM
CHECKED BY:



617 East McBee Avenue
Suite 200
Greenville, SC 29601
T 864.527.0460
GMCNETWORK.COM





60% COST ESTIMATE UPDATE:

BOUNTYLAND INFRASTRUCTURE PHASE 1

SENECA LIGHT AND WATER

Seneca, South Carolina

Date: July 6, 2021

Project No.: CGRE190047

Prepared by: WWN

Bountyland Gravity Sewer Extension to Cliffabee Leas

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
1	1	LS	Moblization	\$57,000	\$57,000
2			Site Work		
2.1	1,690	LF	Clearing and Grubbing	\$5	\$9,000
3			Gravity Sewer		
3.1	10	EA	48-inch diameter Gravity Sewer Manhole	\$6,500	\$65,000
3.2	1	EA	10-inch Outside Drop Connection	\$2,000	\$2,000
3.3	98	LF	10-inch diameter aerial Crossing	\$350	\$35,000
3.4	1,135	LF	10-inch PVC	\$125	\$142,000
3.5	457	LF	10-inch DIP	\$145	\$67,000
4			Other Items		
4.1	1,690	LF	Erosion and Sediment Control	\$3	\$6,000
4.2	375	CY	Rock Removal Allowance	\$150	\$57,000
4.3	15	SY	Asphalt patch	\$120	\$2,000
Construction Sub-Total:					\$442,000
Contingency, Complete Design, Permitting, CA&I (20%)					\$89,000
TOTAL PROJECT ESTIMATE					\$531,000

Water Lines
AC Lines in Red



AC Waterline Lengths
6" = 3,043.2' (0.576 miles)
8" = 12,562.7' (2.38 miles)





Sewer Line Lengths & MH Depths

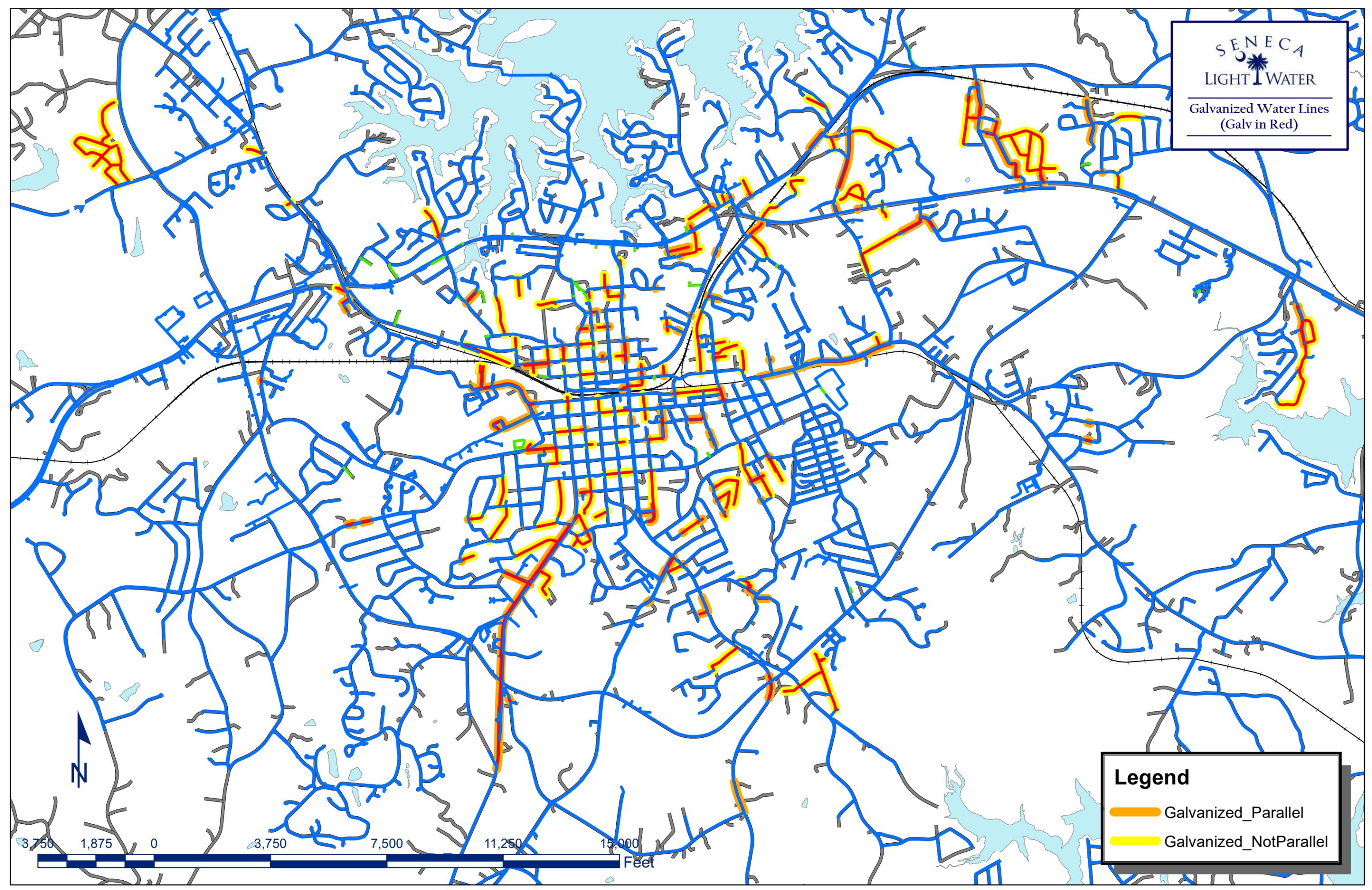
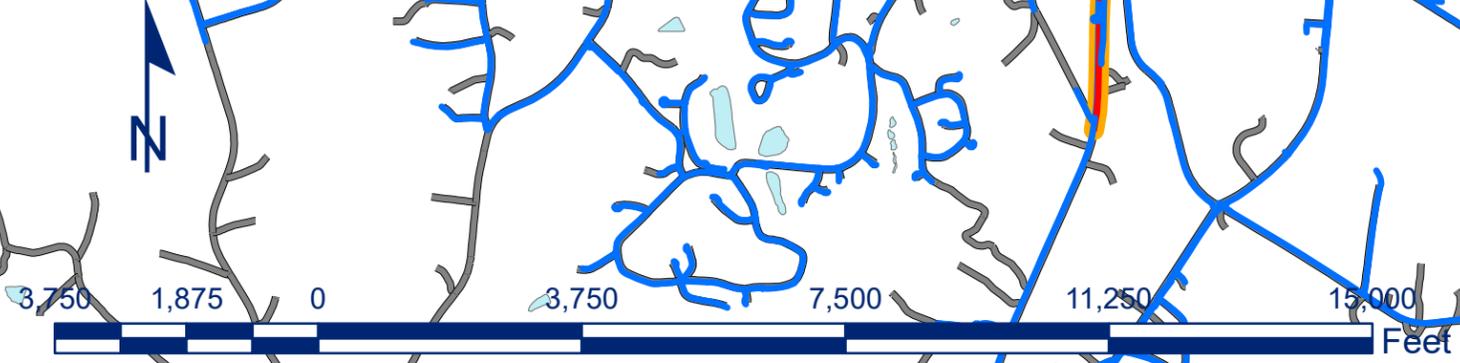


Note: Line labels identify the length in feet of that section as well as diameter in inches & material of that section of pipe. Manhole depths labeled in feet/inches.

SENECA
LIGHT & WATER
Galvanized Water Lines
(Galv in Red)

Legend

- Galvanized_Parallel
- Galvanized_NotParallel



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-21**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION, FOUR HUNDRED AND SEVENTY-FOUR THOUSAND, EIGHTY AND 00/100 (\$2,474,080.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER / WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WALHALLA (“WALHALLA WATER / WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION, FOUR HUNDRED AND SEVENTY-FOUR THOUSAND, EIGHTY AND 00/100 (\$2,474,080.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WALHALLA WATER / WASTEWATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY 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, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 40 million Americans have been infected with COVID 19, and more than 650,000 deaths have resulted;

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, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local government in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*);

WHEREAS, the City of Walhalla (“Walhalla”) has requested assistance from the County in order to construct, improve, and/or repair certain water / wastewater infrastructure, as more particularly described on the attached Exhibit A (the “Walhalla Water / Wastewater Infrastructure Project”);

WHEREAS, the Walhalla Water / Wastewater Infrastructure Project is a necessary infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject area and (2) increase water use efficiency and conservation;

WHEREAS, the County desires to assist Walhalla with the Walhalla Water / Wastewater Infrastructure Project by contributing up to Two Million, Four Hundred and Seventy-Four Thousand, Eighty and 00/100 (\$2,474,080.00) Dollars of County ARPA Funds.

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

Section 1. Appropriation. Two Million, Four Hundred and Seventy-Four Thousand, Eighty and 00/100 (\$2,474,080.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Walhalla Water / Wastewater Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Walhalla Water / Wastewater Infrastructure Project is approved in an amount up to Two Million, Four Hundred and Seventy-Four Thousand, Eighty and 00/100 (\$2,474,080.00) Dollars, subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not yet been otherwise appropriated.

- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County and Walhalla shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the Walhalla Water / Wastewater Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.
- d) The subrecipient agreement shall address all matters relevant to the County’s receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- e) County reserves the right to discontinue the expenditure of funding appropriated for the Walhalla Water / Wastewater Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Walhalla Water / Wastewater Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. 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 5. 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 6. 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 _____, 2021.

ATTEST:

Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: September 21, 2021
 Second Reading: _____
 Third Reading: _____
 Public Hearing: _____

EXHIBIT A

CITY OF WALHALLA

"MAIN STREET to the MOUNTAINS"

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

August 19, 2021

Oconee County Council
Mr. Matthew Durham, Councilman (District 2)
415 S. Pine Street
Walhalla, SC 29691

RE: American Rescue Plan (ARP) Funds Request

Dear Councilman Durham:

I am contacting you on the behalf of the City of Walhalla to inquire if there are any funding opportunities from Oconee County in relation to its allocation of the American Rescue Plan. The City of Walhalla has identified several water and sewer infrastructure projects across its service area.

Project Background

The City of Walhalla Water System serves a wide area, both inside and outside of the Walhalla city limits. The system has experienced significant growth over the last 2 years, and currently serves approximately 7,000 customer accounts. Walhalla has identified two areas out in the county with the most growth, with those being North Highway 11 area (Council District 2) and the Poplar Springs area (Council Districts 1 and 4). There are considerable requests for new services in these areas and an overall system upgrade would increase capacity and reduce pipeline failures, therefore increasing benefit to the user. Walhalla has spent considerable time in the Poplar Springs area repairing lines. The maps in this document denote the area, with the proposed line upgrades noted by a red line. These maps show the extent of the projects and some the adjoining parcels that are supplied or have the potential to be supplied.

Project Scope/Benefit- North Highway 11

The area served by the North Highway 11 water main include growth areas around the new Walhalla High School and the Lake Keowee area (Knox Road, Keowee School Road, Crooked Creek Road, Stamp Creek Landing Road), Country Junction area, Kelley Mill Road. The proposed North Hwy 11 project would have a direct impact on approximately 2,500 customer accounts, and would consist of installing approximately 19,000 linear feet of 12" ductile iron water main. The current line is a 6" line, that is 56 years old. The project would connect to the existing 12" main located along Sangamo Rd., in West Union, and continue north along Hwy 11 to the SC 183 bridge. The project would provide an increase in

Mr. Danny Edwards, Mayor

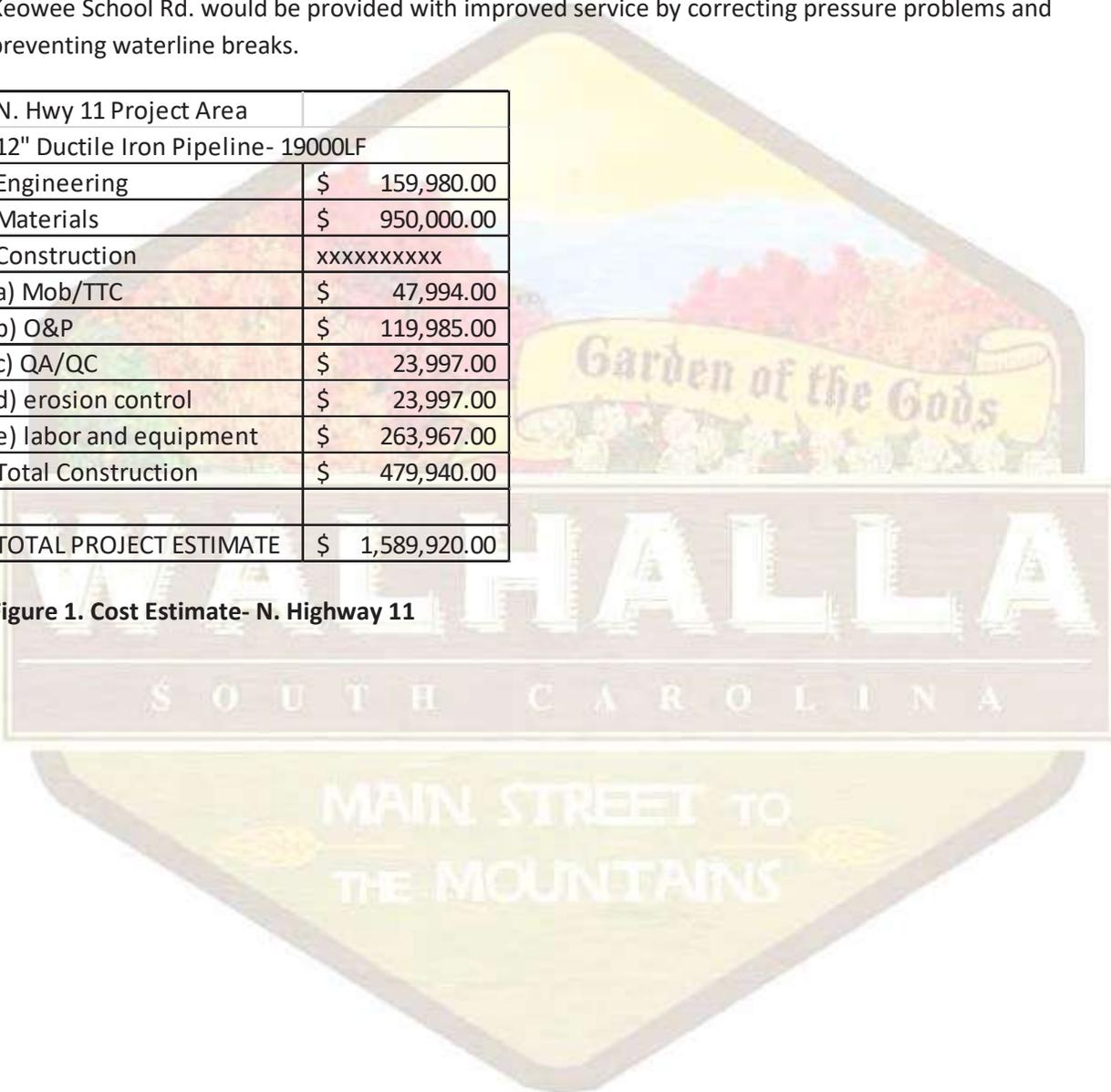
Mr. Danny Woodward, Mayor Pro Tem
 Ms. Sarai Melendez, Councilwoman
 Mr. Keith Pace, Councilman
 Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
 Mr. David Underwood, Councilman
 Mr. Julian Stoudemire, City Attorney
 Mr. Timothy B. Burton, City Administrator

capacity to the SC 183 booster station, allowing for improved service in the Walhalla High School area. The project would also provide a decrease in maintenance issues in the Lake Keowee area, which is currently served by a much smaller main. Several hundred acres of property along Hwy 11, SC 183, and Keowee School Rd. would be provided with improved service by correcting pressure problems and preventing waterline breaks.

N. Hwy 11 Project Area	
12" Ductile Iron Pipeline- 19000LF	
Engineering	\$ 159,980.00
Materials	\$ 950,000.00
Construction	xxxxxxxxxx
a) Mob/TTC	\$ 47,994.00
b) O&P	\$ 119,985.00
c) QA/QC	\$ 23,997.00
d) erosion control	\$ 23,997.00
e) labor and equipment	\$ 263,967.00
Total Construction	\$ 479,940.00
TOTAL PROJECT ESTIMATE	\$ 1,589,920.00

Figure 1. Cost Estimate- N. Highway 11



Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

NORTH HWY 11 WATER PROJECT

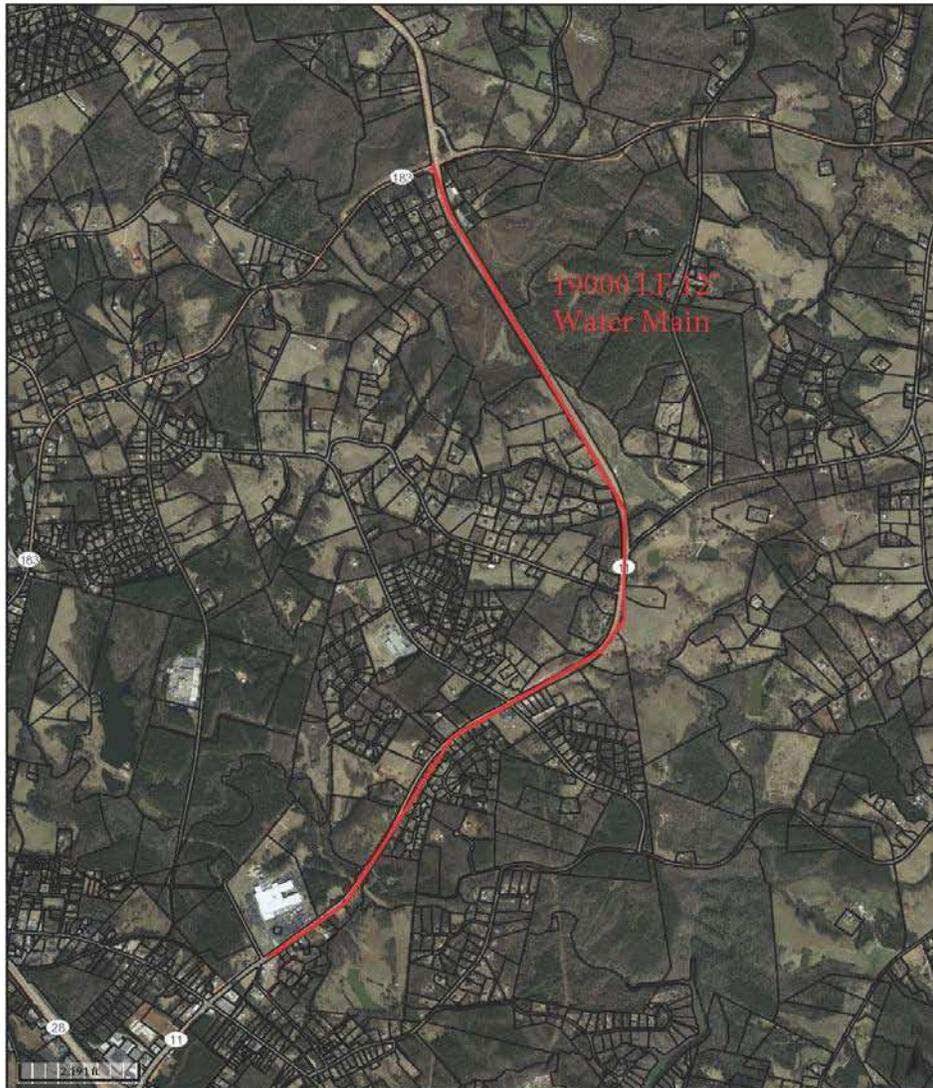


Figure 2. Project Location- H. Highway 11

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
 Ms. Sarai Melendez, Councilwoman
 Mr. Keith Pace, Councilman
 Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
 Mr. David Underwood, Councilman
 Mr. Julian Stoudemire, City Attorney
 Mr. Timothy B. Burton, City Administrator

Project Scope/Benefit- Poplar Springs

The Poplar Springs area is served by one 6" water main, fed from only one direction, which is nearing capacity due to rapid growth in the area. Recent line breaks, and the lack of a system loop in the area, have resulted in large scale outages that last for several hours until repairs are made. In the last ten months there have been 12 large system line breaks. We have collectively spent \$60,000 in labor, equipment, and materials making repairs in this area. Areas served include Poplar Springs Rd, Shrine Club Rd., Dickard Rd, and Albert's Rd. Several new homes have been built in recent months. The proposed project consists of 12,000 linear feet of 10" water main would also provide a backup supply to 700 customer accounts.

Poplar Springs Project Area	
10" Ductile Iron Pipeline- 12000LF	
Engineering	\$ 101,040.00
Materials	\$ 480,000.00
Construction	xxxxxxxxxx
a) Mob/TTC	\$ 30,312.00
b) O&P	\$ 75,780.00
c) QA/QC	\$ 15,156.00
d) erosion control	\$ 15,156.00
e) labor and equipment	\$ 166,716.00
Total Construction	\$ 303,120.00
TOTAL PROJECT ESTIMATE	\$ 884,160.00

Figure 3. Cost Estimate- Poplar Springs

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

POPLAR SPRINGS AREA WATER PROJECT

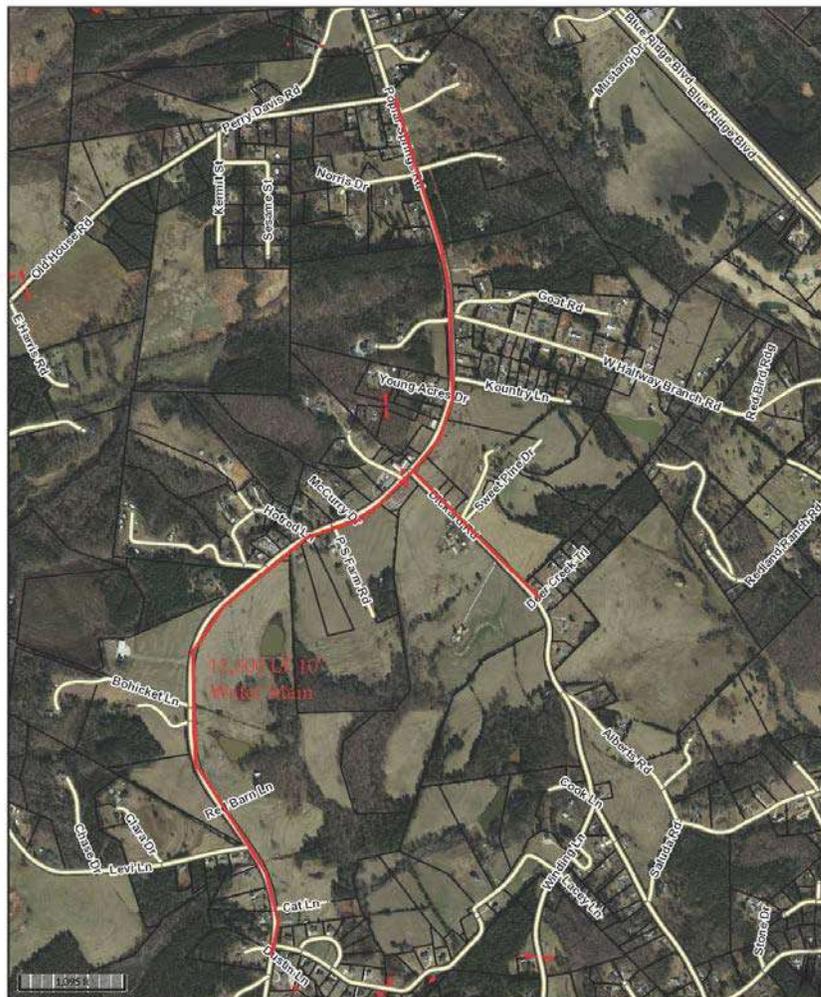


Figure 4. Project Location- Poplar Springs

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

Project Estimate- Combined

Combined Project Estimate	
N. Highway 11	\$ 1,589,920.00
Poplar Springs	\$ 884,160.00
TOTAL ESTIMATE	\$ 2,474,080.00

We understand these costs are very high, however, in recent months all construction supplies have nearly doubled in price. Many suppliers are now only providing a quote valid for one day. These estimated costs include engineering, materials, and construction. Currently, it is very difficult to estimate a construction completion date, as materials are scarce and other projects are competing for time. If funded, work would begin within two months on the procurement process and having the projects ready for bid.

Project Rationale

To date, Walhalla has not received funding from the State of South Carolina in relation to ARP. Our funding is transferred from the Treasury to the state then to municipalities. Currently, there is no timeline for distribution of funds to municipalities. When Walhalla does receive its allocation, it will also be put towards water and sewer infrastructure projects both inside and outside the city. Unknown funding timeline and rising costs coupled with the fact that both of these projects benefit residents of the county is why we are making this funding request. If not funded, we would rely on fund balance and currently there is not enough in reserves to complete this project along with other deferred maintenance projects across the system. It is projected that this project can reduce customer loss of service by up to 80% which will also extend the life of existing infrastructure. An additional benefit to requesting this funding from Oconee County will allow Walhalla to begin working on infrastructure projects that will benefit county residents in a timely fashion. It is proposed to use a design-build procurement process to expedite construction and possibly reduce costs. Design-build projects can often get projects on the ground quicker than the time it takes for a traditional design-bid-build project.

CITY OF WALHALLA

"MAIN STREET to the MOUNTAINS"

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
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Mr. Danny Edwards, Mayor

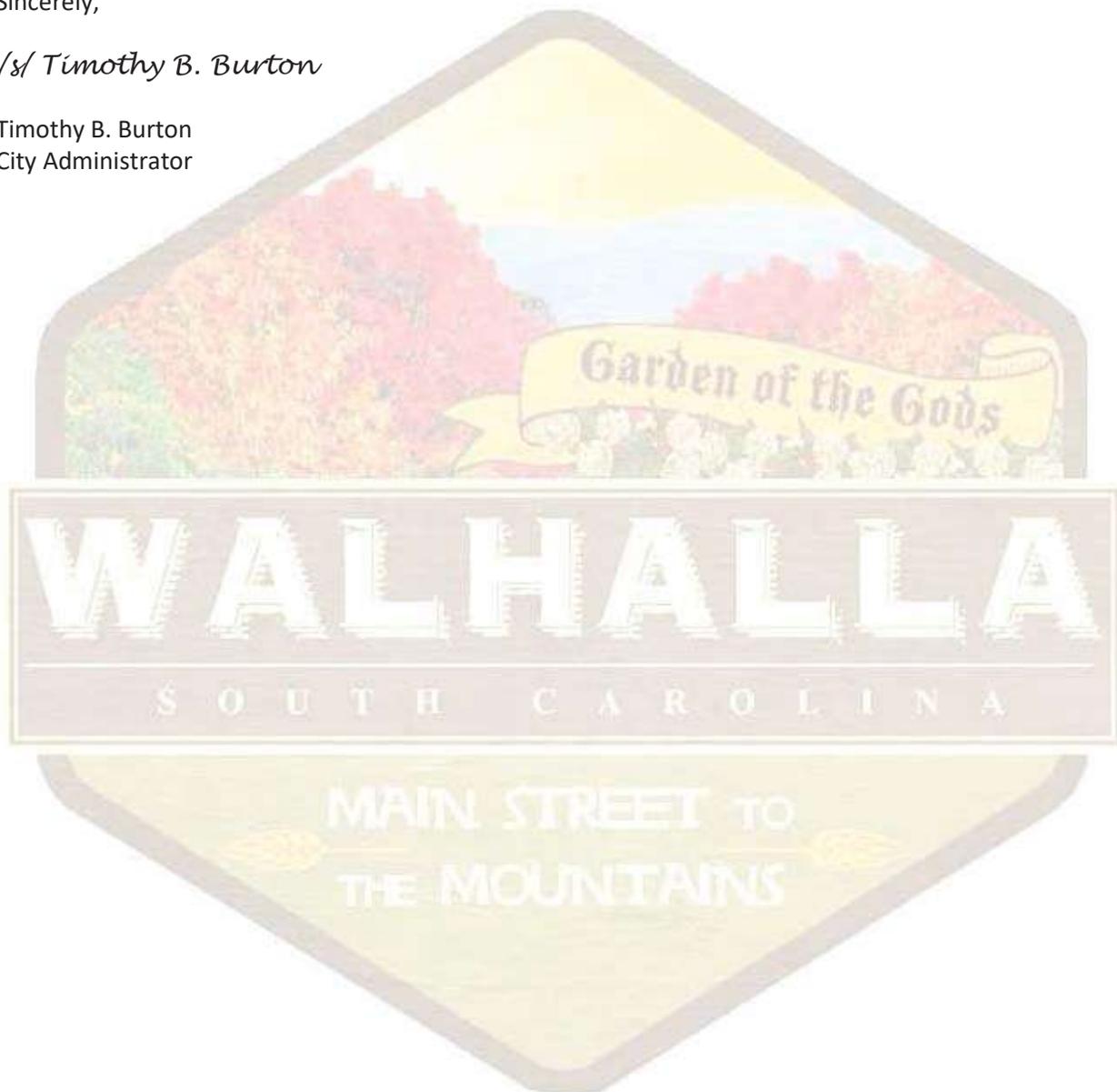
Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

I thank you in advance for your consideration of possible funding. I look forward to answering any questions that you may have.

Sincerely,

/s/ Timothy B. Burton

Timothy B. Burton
City Administrator



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2021-11**

**A RESOLUTION RECOGNIZING AND EXPRESSING OCONEE COUNTY'S
SUPPORT AND APPRECIATION OF DUKE ENERGY FOR ITS NUMEROUS
CONTRIBUTIONS TO OCONEE COUNTY.**

WHEREAS, the members of the Oconee County Council would like to acknowledge our appreciation and support of Duke Energy for its decades of vital and transformative contributions to Oconee County, the Upstate, and the State of South Carolina;

WHEREAS, Duke Energy has a long history of innovative and safe operations in Oconee County;

WHEREAS, Oconee County is home to Lake Jocassee, Lake Keowee, and several vital Duke Energy generation assets, such as the Bad Creek Pumped-Storage Generating Station and Oconee Nuclear Station;

WHEREAS, Oconee County is also home to the Duke Energy World of Energy in Seneca, the oldest nuclear energy education center in the nation that has hosted more than three million visitors since opening in 1969;

WHEREAS, Duke Energy has proven to be a good neighbor in Oconee County as its responsible operations and stewardship of the lakes has helped the county develop a reputation as a premier location for outdoor recreation and tourism in the Southeastern United States;

WHEREAS, Duke Energy has been a critical economic development partner for Oconee County for decades by offering affordable power that has helped to attract jobs and associated development;

WHEREAS, Duke Energy has supported local educational institutions, such as Tri-County Technical College, in developing training programs and other initiatives to allow our young people to achieve their potential;

WHEREAS, Oconee County is excited to continue partnering with Duke Energy in the decades ahead to meet the evolving energy challenges of Oconee County, the Upstate, the State of South Carolina, and the entire region while preserving the natural beauty, economic opportunities, and livability that make Oconee County the Golden Corner of South Carolina.

NOW, THEREFORE, we, the Oconee County Council, do hereby recognize and express our support and appreciation for Duke Energy for its numerous contributions to Oconee County.

RESOLVED this ____ day of _____, 2021, in meeting duly assembled.

ATTEST:

Acting Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2021-12**

**A RESOLUTION RECOGNIZING SUICIDE PREVENTION
MONTH.**

WHEREAS, Oconee County recognizes that suicide is a leading cause of death among youth and supports actions in preventing suicidal ideation, attempts, and deaths;

WHEREAS, according to the Centers for Disease Control, one person dies by suicide every 11 minutes, resulting in more than 45,000 deaths each year in the United States alone;

WHEREAS, suicide is the 10th leading cause of death among adults in the United States, the 2nd leading cause of death among people ages 10 to 34, the 4th leading cause of death among people ages 35 to 44, and the 5th leading cause of death among people ages 45 to 54;

WHEREAS, suicide is a preventable national, state, and local public health crisis, yet the suicide rate has increased in the United States by approximately 35% since 1999;

WHEREAS, the stigma associated with mental health conditions and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide loss and people with lived experience of suicide;

WHEREAS, it is essential to educate and encourage community members to recognize the warning signs of suicide and to guide those in need to appropriate services and supports;

WHEREAS, research shows that people who are having thoughts of suicide feel relief when someone asks how they are doing in a caring way;

WHEREAS, the month of September is National Suicide Prevention Month, which is a campaign in response to the need to raise awareness and prevention of suicide and to educate communities about their role in suicide prevention.

NOW, THEREFORE, BE IT RESOLVED that the Oconee County Council hereby recognizes and supports the goals of National Suicide Prevention Month and encourages all residents of Oconee County to work to raise awareness, build resiliency, and help those in need.

RESOLVED this _____ day of _____, 2021, in meeting duly assembled.

ATTEST:

Acting Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 9-21-21
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Presentation of Millage Recommendation for Tax Year 2021 Fiscal Year 2022

BACKGROUND DESCRIPTION:

Millage approval is required to fund FY 2022 for:

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

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

n/a

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

Presentation will be sent day of meeting

STAFF RECOMMENDATION [Brief Statement]:

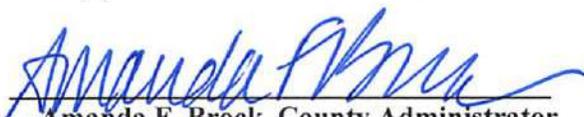
Millage is normally set in September to provide tax calculation for processing of tax notices per SC Code of Law. If not, an extension must be requested and approved by the SC DOR.

Submitted or Prepared By:



Christy W. Hubbard, Auditor

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.

Aug-21

Local ATAX Grants

Applicant	Funds Request	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
City of Seneca Half Marathon	\$10,000	Advertising/Promotion	\$10,000	\$9,000
Devil's Fork State Park	\$7,775	Tent Pad Refurbishment	\$6,609	\$5,000
Discover Upcountry	\$15,000	Advertising	\$15,000	\$7,500
FARM Center	\$10,000	New Entrance Sign	\$9,920	\$7,500
Walhalla Performing Arts Center	\$16,000	Advertising 2021-22/Sound & Light Gear	\$16,000	\$8,000
Museum of the Cherokee in SC	\$4,250	Kituwah/Earth Day Festival	\$3,738	\$2,500
Gateway Arts Center	\$2,500	Advertising	\$2,500	\$2,000
Oconee History Museum	\$8,050	App based Historic walking tour of Walhalla	\$4,322	\$3,000
Main Street Walhalla	\$6,170	Walhalla Wonderland Events	\$6,170	\$4,000
Foothills Farmstead	\$2,800	New wiring main farmhouse	\$2,800	\$1,500
TOTAL	\$82,545		\$77,059	\$50,000

PRT Internal Request

PRT Programming	\$20,000	Annual Programming/Equipment	\$20,000	\$20,000
BFL Fishing Tournament	\$2,000	South Cove March 2022	\$2,000	\$2,000
South Cove Seal Coating	\$21,025	Seal Coating/Re-striping all four (4) lots	\$21,025	\$21,025
High Falls/Mullins Ford Ashphalt	\$47,700	ADA Parking-High Falls-Prep extension-Mullins Ford	\$47,700	\$47,700
South Cove Recreation Building	\$75,000	Refurbishment Project	\$75,000	\$75,000.00
Wayfinding Signage additions	\$7,500	Blue Ridge Arts Center/Chattooga River Visitor Center	\$7,500	\$7,500
			Total PRT Projects	\$173,225
			Total Local ATAX	\$223,225

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 7, 2021
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX Grants / Fall 2021 Cycle / \$223,225

BACKGROUND OR HISTORY:

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

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

SPECIAL CONSIDERATIONS OR CONCERNS:

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

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Beginning Local ATAX balance \$403,405.36

If all grants/projects approved/new balance will be: \$180,180.36

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

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

ATTACHMENTS

Spreadsheet approved by PRT Commission on 8/19/21 and 8/26/21.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve ATAX grant recommendations per the attached spreadsheet.

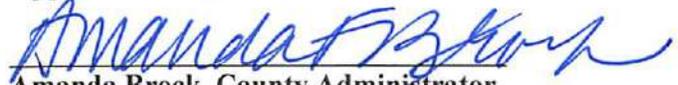
Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Amanda Brock, County Administrator

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PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 21, 2021

ITEM TITLE:

Procurement #: RFP 21-02 Title: Aviation Fuel Department(s): Airport Amount: \$675,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process. Finance Approval: _____
Budget: 675,000.00 Project Cost: 675,000.00 Balance: 0
(Avgas \$200,000.00 Jet A \$475,000.00)

BACKGROUND DESCRIPTION:

This RFP is for the purchase and delivery of aviation fuels (100 octane low lead Avgas and Jet A) on an as needed basis to the County Airport fixed base operation (FBO). Pricing will be based on the Weekly Market Rack Price for Avgas and the Weekly U.S. Gulf Coast Mean Average for JetA, for the week prior to the order and delivery. The primary terminal for Avgas is Wilmington, NC and for Jet A it is North Augusta, SC. If fuel is not available at those terminals, alternate terminals would be utilized. Alternate terminal for Avgas is Savannah, GA and for Jet A it is Belton, SC. These fuels are sold to the public, both to the aircraft based at the Airport and to transient aircraft visiting the airport. There are currently 75 based aircraft at the airport.

The current fuel contract expires on September 30, 2021, so it is important the RFP be awarded to avoid an interruption of fuel supply to the airport customers. Quantities in the RFP were estimated for pricing purposes. The cost of the bulk fuel is paid for by the retail sales and this is shown as revenue and expenditures in the Airport's budget. The total amount for Council approval is based on the fuel amount approved in the Airport's 2021-2022 budget.

On August 24, 2021, sealed proposals were opened. Eleven (11) fuel providers were originally notified of this opportunity, five (5) companies submitted proposals. An Evaluation Committee consisting of County Staff and a member from the Aeronautics Commission reviewed and scored the proposals and unanimously recommended the Award to Eastern Aviation Fuels, Inc., dba Titan Aviation Fuels, of New Bern, NC.

ATTACHMENT(S):

1. RFP 21-02 Committee Scoring Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council;

1. Approve the award of RFP 21-02, Aviation Fuel to Eastern Aviation Fuels, Inc., dba Titan Aviation Fuels, of New Bern, NC, in an estimated amount of \$675,000.00.
2. Authorize the County Administrator to execute the contract documents and to renew this contract for up to four (4) one-year periods, as long as the amount does not exceed the amount budgeted for the aviation fuel and the services provided are satisfactory.

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.

RFP 21-02

Aviation Fuel for Oconee County Regional Airport
SCORES - 500 point scale

Open Date: August 24, 2021 @ 2:00pm

Bidders	Associated Energy Group	AvFuel Corporation	Campbell Oil Company	Titan Aviation Fuels	World Fuel Services
Evaluator 1	214.00	361.00	223.00	456.00	270.00
Evaluator 2	220.00	284.00	250.00	458.00	286.00
Evaluator 3	352.00	424.00	382.00	500.00	448.00
Evaluator 4	378.00	408.00	406.00	442.00	386.00
Evaluator 5	298.00	395.00	353.00	432.00	330.00
TOTAL SCORE	1462.00	1872.00	1614.00	2288.00	1720.00
RANKING	5	2	4	1	3
AVERAGE SCORE	292.40	374.40	322.80	457.60	344.00
AVERAGE RANKING	5	2	4	1	3

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 21, 2021

ITEM TITLE:

Title: **Networking Infrastructure for the
Oconee County 911 Center**

Department(s): **Communications**

Amount: **\$85,407.48**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.

Finance Approval: _____

Budget: **\$85,407.48**

Project Cost: **\$85,407.48**

Balance: **\$0.00**

This purchase will be made utilizing 911 surcharge funding. Once completed, Oconee County will receive an eighty (80) percent reimbursement for the 911 funds from the State of South Carolina.

BACKGROUND DESCRIPTION:

This purchase is for networking infrastructure and installation in the Oconee County 911 Back-Up Center; located at 445 Oconee Business Parkway in Westminster, SC. A partnership with the School District of Oconee County is allowing a backup 911 center to be constructed at their campus. If the primary 911 Public Safety Answering Point (PSAP) were to experience failure or natural disaster, rendering the law enforcement center uninhabitable, this backup center will be utilized. The backup center will also be utilized for telecommunicator training.

Iron Grid Networks, LLC. of Commerce, GA is the current maintenance provider for the network infrastructure at the main Oconee County PSAP. These two systems will be required to seamlessly integrate in order to provide real-time connectivity and maintain a 24/7 service level agreement. Both 911 centers will be live and synchronized so that in the event of an emergency at the main PSAP, 911 service can be continued without interruption at the backup site.

SPECIAL CONSIDERATIONS OR CONCERNS:

Ruckus Wireless was awarded SC State Contract # 4400026706 for wired/wireless network hardware and software. Iron Grid Networks, LLC. is an authorized Ruckus Networking Solution Provider. Staff is requesting approval to purchase the networking infrastructure from Iron Grid Networks, LLC.

ATTACHMENT(S):

1. Iron Grid Networks, LLC. Quote
2. Ruckus Wireless State Contract Award
3. Certificate of Authorization - Ruckus Networking Solution Provider

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of networking infrastructure for the 911 Back-Up Center to Iron Grid Networks, LLC. of Commerce, GA in the amount of \$85,407.48.

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

Approved for Submittal to Council: _____


Amanda F. Brock, County Administrator

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COMMSCOPE®

PartnerPRO®
NETWORK

CERTIFICATE OF AUTHORIZATION

COMMSCOPE PROUDLY RECOGNIZES

IRON GRID NETWORKS, LLC

as a Ruckus Networking Solution Provider in the CommScope PartnerPRO Network

August 24, 2021



A handwritten signature in black ink, appearing to read 'Bart Giordano'.

Bart Giordano, SVP, RUCKUS Global Sales

A handwritten signature in black ink, appearing to read 'Dieter Verdegem'.

Dieter Verdegem, VP, Global Customer Experience



Quote

Quote Number: 2131
Quote Name: HCTC Site (Failover/Hot site)

Payment Terms:
Expiration Date: 09/13/2021

Description:

- Four Cabinets with two battery backups, each.
- Three 48-Port PoE Gigabit Switches w/ 10Gbps Stack links
- Fiber Connectivity to FOCUS
- One WAP

Prepared For

Travis Tilson
Oconee County Sheriff's Office
300 South Church St
Walhalla, SC 29691
United States
Phone:8647181010
ttilson@oconeelaw.com

Prepared By

David Jones
Iron Grid Networks
1939 Homer Road
Commerce, GA 30529
United States
Phone:7062478769
djones@irongrid.net

Quantity	Item	Unit Price	Extended Price
One-Time Items			
1	Subcontractor Provide and Install 6 Strand single mode fiber from B2 Data closet to B02 Classroom. Provide and Install (4) 4 Post Cabinets and Ladder rack system in new IDF. Grounding for all enclosures and supporting structures. Provide and Install (3) 48-port patch panels to the other three cabinets Each 48-port patch panel connects to a corresponding 48-port patch panel at the top of each other cabinet Provide and Install (2) 48-port patch panels - (12) Network Cables each to 6 new desk. Provide and Install (7) Network cables for 6 Camera's and 1 wireless access point. * Each cabinet is \$4160/ea. * Without doors: \$3530/ea	\$21,240.00	\$21,240.00
2	ICX7250-48-2X10G Ruckus Brocade ICX7250 48-port 1 GbE switch bundle with 2x1GbE/10GbE + 6x1GbE SFP+ (upgradeable to 10GbE) uplink/stacking ports	\$3,700.00	\$7,400.00
1	ICX7250-48P-2X10G Ruckus Brocade ICX7250 48-port 1 GbE switch PoE+ 740W bundle with 2x1GbE/10GbE + 6x1GbE SFP+ (upgradeable to 10GbE) uplink/stacking ports	\$4,114.37	\$4,114.37
3	ICX7250-SVL-NDP-3 Brocade Service Contracts - Essential Direct Support Next-Business-Day Parts - Extended service agreement - parts - 3 years - shipment - response time: NBD	\$394.72	\$1,184.16

If we discover something different than expected, we will communicate to our client contact before spending funds on your behalf.
Scope of Work described in this quote will be executed under the Master Service Agreement.

Quantity	Item	Unit Price	Extended Price
1	ICX-EPS4000-SHELF EPS4000 Shelf with 4 bays for hotswappable RPS17 power supplies (power supplies not included) and 8 connectors for EPS4000 Cables (cables not included)	\$1,556.81	\$1,556.81
3	ICX-EPS4000-CBL-01 EPS4000 Cable Direct; 1 EPS4000 Shelf Connector to 1 EPS4000 Switch Connector	\$116.70	\$350.10
3	RPS17 1 Power Supply for EPS4000 Shelf; 920W	\$1,163.08	\$3,489.24
3	10G-SFPP-TWX-0301 Direct Attach SFP+ 10GbE Twinax - 3m	\$162.92	\$488.76
2	SMT1500RM2UC APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect *** For Comm Cabinet ***	\$785.09	\$1,570.18
2	AP9562 APC Basic Rack PDU, NEMA 5-15P *** For Comm Cabinet ***	\$94.66	\$189.32
6	SMX2000RMLV2UNC APC Smart-UPS X 2000VA Rack/Tower with Network Card *** For Server/Equipment Cabinets ***	\$2,025.94	\$12,155.64
6	AP7530 Rack PDU, Basic, Zero U, 20A, 120V, (24)5-20 *** For Server/Equipment Cabinets ***	\$262.90	\$1,577.40
1	UAP-nanoHD-US Ubiquiti UniFi nanoHD Compact 802.11ac Wave2 MU-MIMO Enterprise Access Point	\$240.00	\$240.00
1	Fixed Cost Service Labor to complete the following. - Establish network connectivity back to PSAP using FOCUS Fiber WAN - Install equipment in cabinets - Establish network connectivity to all workstations	\$3,250.00	\$3,250.00
1	Miscellaneous Panduit Wall Enclosure Opticom 2 FAP	\$79.68	\$79.68
1	Miscellaneous Panduit Opticom® 1U Rack Mount Fiber Enclosure	\$211.64	\$211.64
200	Miscellaneous Fiber-Optic OS1 Single-Mode 6 Count Fiber	\$1.36	\$272.00
12	Miscellaneous Panduit LC Simplex OS2 Single-Mode Fiber Optic Connector	\$18.50	\$222.00
2	Miscellaneous Panduit Mini-Com LC/LC Duplex Single Mode Adapter	\$45.00	\$90.00
1	Miscellaneous Fiber Optic Jumper 3M Single-Mode OS2 LC/LC	\$25.19	\$25.19
1	Miscellaneous Fiber Optic Jumper 3M Single-Mode OS2 LC/SC	\$25.19	\$25.19

If we discover something different than expected, we will communicate to our client contact before spending funds on your behalf.
Scope of Work described in this quote will be executed under the Master Service Agreement.

Quantity	Item	Unit Price	Extended Price
5	Miscellaneous Ladder Rack Wall Angle Kit 20" W BLK	\$33.54	\$167.70
3	Miscellaneous Chatsworth Ladder Rack Straight Section 9' -18" BLK	\$126.75	\$380.25
4	Miscellaneous Chatsworth Butt-Splice Kit Black	\$17.99	\$71.96
2	Miscellaneous Chatsworth Junction-Splice Kit- Black	\$21.18	\$42.36
1	Miscellaneous Chatsworth Ladder Rack Radius drop 10.25" BLK	\$46.02	\$46.02
4	Miscellaneous Chatsworth Rack Radius Drop 17" BLK	\$42.25	\$169.00
5	Miscellaneous Chatsworth Ladder Center Hang Support Kit 18" BLK	\$63.14	\$315.70
4	Miscellaneous Panduit 45U Net-Access™ S-Type Cabinet frame with top panel. Single hinge perforated front door. Split perforated rear doors open in the middle to minimize door swing footprint. Casters, PDU brackets (1 set), cage nut rails (2 sets). Dimensions: 85.0H x 27.6W S7512BX00073 Added Feature: Wire Manger Front and Back, Wheels.	\$3,465.21	\$13,860.84
12	Miscellaneous Cat6 24/4pr SOL NS CMP FT 1000 (Plenum)	\$265.00	\$3,180.00
8	Miscellaneous Panduit Unpopulated 48-Port Patch Panel, Black	\$82.60	\$660.80
446	Miscellaneous Panduit C6 8C A/B IDC MINI-COM TX6 Insert/Jack	\$7.67	\$3,420.82
1	Miscellaneous Panduit Labels from Cat6 Cable 1"W X 1.50" L WHT	\$85.00	\$85.00
6	Miscellaneous Panduit 12-Port Flat Patch Panel, Black	\$39.18	\$235.08
7	Miscellaneous Panduit 1 Port Mini-com Surface Mounting Box	\$5.21	\$36.47
6	Miscellaneous Panduit Horizontal Cable Manager, Black, 2 RU, Black	\$74.14	\$444.84
1	Miscellaneous Miscellaneous Items (Grounding-Tape-String-Label-Fire Putty-Anchors-Conduit- Etc)	\$500.00	\$500.00
		One-Time Total	\$83,348.52
		Subtotal	\$83,348.52
		Total Taxes	\$2,058.96

If we discover something different than expected, we will communicate to our client contact before spending funds on your behalf.
Scope of Work described in this quote will be executed under the Master Service Agreement.

Quantity	Item	Unit Price	Extended Price
		Total	\$85,407.48

Authorizing Signature _____

Date _____

If we discover something different than expected, we will communicate to our client contact before spending funds on your behalf. Scope of Work described in this quote will be executed under the Master Service Agreement.



PROCUREMENT SERVICES

[Refresh](#)

Contract 4400026706

[Back to Initial Screen](#)

Validity Start 09/02/2021

Validity End 09/01/2026

Target Value \$ 1,400,000.00

Bid Invitation [5400021573](#)

Contract Notes

Vendor 7000260242

Vendor Address RUCKUS WIRELESS INC
350 W JAVA DRIVE
SUNNYVALE CA 94089

District SANTA CLARA

Telephone (855) 478-2587

Minority Status Not Applicable

E-mail

Fax Number

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
JARAMILLO DOUR, CINDY	Primary Contact	(408) 829-6077	sledteam@commscope.com
PLUMLEY, JUSTIN	TERRITORY ACCOUNT MANAGER	(864) 680-3274	justin.plumley@commscope.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
ITA.rtf	08/04/2021 11:22:15 PM

Contract Items

7 Items found, displaying all Items.

Item Pricing

- 00001 ICX HARDWARE
Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)
Agency: Statewide
- 00002 ICX SOFTWARE
Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)
Agency: Statewide
- 00003 ICX END -USER SUPPORT
Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)
Agency: Statewide
- 00004 WIRELESS ACCESS POINTS CERTIFICATE
Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)
Agency: Statewide
- 00005 WIRELESS ACCESSORIES
Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)
Agency: Statewide
- 00006 WIRELESS END USER SUPPORT
Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)
Agency: Statewide
- 00007 WIRELESS SOFTWARE & LICENSE
Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)
Agency: Statewide

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2021-11**

**A RESOLUTION RECOGNIZING AND EXPRESSING OCONEE COUNTY'S
SUPPORT AND APPRECIATION OF DUKE ENERGY FOR ITS NUMEROUS
CONTRIBUTIONS TO OCONEE COUNTY.**

WHEREAS, the members of the Oconee County Council would like to acknowledge our appreciation and support of Duke Energy for its decades of vital and transformative contributions to Oconee County, the Upstate, and the State of South Carolina;

WHEREAS, Duke Energy has a long history of innovative and safe operations in Oconee County;

WHEREAS, Oconee County is home to Lake Jocassee, Lake Keowee, and several vital Duke Energy generation assets, such as the Bad Creek Pumped-Storage Generating Station and Oconee Nuclear Station;

WHEREAS, Oconee County is also home to the Duke Energy World of Energy in Seneca, the oldest nuclear energy education center in the nation that has hosted more than three million visitors since opening in 1969;

WHEREAS, Duke Energy has proven to be a good neighbor in Oconee County as its responsible operations and stewardship of the lakes has helped the county develop a reputation as a premier location for outdoor recreation and tourism in the Southeastern United States;

WHEREAS, Duke Energy has been a critical economic development partner for Oconee County for decades by offering affordable power that has helped to attract jobs and associated development;

WHEREAS, Duke Energy has supported local educational institutions, such as Tri-County Technical College, in developing training programs and other initiatives to allow our young people to achieve their potential;

WHEREAS, Oconee County is excited to continue partnering with Duke Energy in the decades ahead to meet the evolving energy challenges of Oconee County, the Upstate, the State of South Carolina, and the entire region while preserving the natural beauty, economic opportunities, and livability that make Oconee County the Golden Corner of South Carolina.

NOW, THEREFORE, we, the Oconee County Council, do hereby recognize and express our support and appreciation for Duke Energy for its numerous contributions to Oconee County.

RESOLVED this ____ day of _____, 2021, in meeting duly assembled.

ATTEST:

Acting Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2021-12**

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WHEREAS, Oconee County recognizes that suicide is a leading cause of death among youth and supports actions in preventing suicidal ideation, attempts, and deaths;

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WHEREAS, research shows that people who are having thoughts of suicide feel relief when someone asks how they are doing in a caring way;

WHEREAS, the month of September is National Suicide Prevention Month, which is a campaign in response to the need to raise awareness and prevention of suicide and to educate communities about their role in suicide prevention.

NOW, THEREFORE, BE IT RESOLVED that the Oconee County Council hereby recognizes and supports the goals of National Suicide Prevention Month and encourages all residents of Oconee County to work to raise awareness, build resiliency, and help those in need.

RESOLVED this _____ day of _____, 2021, in meeting duly assembled.

ATTEST:

Acting Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

Oconee County Council

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

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

E-mail:
ksmith@oconeesc.com

John Elliott
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 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be **only** on the third Tuesday of each of the three 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 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 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 2021 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 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.



September 21, 2021

Public Comment
SIGN IN SHEET
6:00 PM

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	DAVID DIAL	MILLAGE REDUCTION
2	Margarette Harper	Winter
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: September 21, 2021 6:00 p.m.**

ORDINANCE 2021-17

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND PREZERO US SERVICES, LLC ("PREZERO"), AND AMENDING THE AMENDED FEE AGREEMENT DATED AS OF OCTOBER 1, 2019; AND OTHER MATTERS RELATED THERETO.

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

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

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

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

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

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

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

Please PRINT your name

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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: September 21, 2021 6:00 p.m.**

ORDINANCE 2021-18

AN ORDINANCE TO REZONE PARCEL 192-00-04-028 FROM THE CONSERVATION DISTRICT TO THE LAKE RESIDENTIAL DISTRICT, PURSUANT TO OCONEE COUNTY CODE OF ORDINANCES CHAPTER 38, ARTICLE 8.

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

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

Please PRINT your name

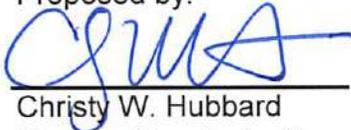
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Oconee County, South Carolina
2021-2022 Approved Millage Rates

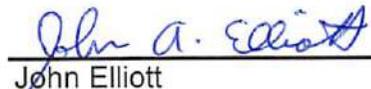
County	Incorporated Mills	Unincorporated Mills
County Operations	63.9	63.9
Emergency Operations	N/A	2.9
Economic Development	2.4	2.4
Bridges/Culverts	1.0	1.0
Road Maintenance	2.1	2.1
Capital Veh & Equip Fund	2.0	2.0
Tri County Operations	3.0	3.0
County Bonds	2.0	2.0
Total County	<u>76.4</u>	<u>79.3</u>
School		
School Operations	<u>115.7</u>	<u>115.7</u>
School Bonds	31.0	31.0
Total School	146.7	146.7
Grand Total Mills	223.1	226.0

Proposed by:



Christy W. Hubbard
Oconee County Auditor
9/21/2021

Approved by County Council:



John Elliott
Oconee County Council Chair
9/21/2021

2022 Fiscal Year
2021 Tax Year
Oconee County
Millage Presentation

Christy W. Hubbard
Oconee County Auditor

Who does What?

Operational Millage set by county council – County and School

The county auditor, after receiving, the appropriate information from the SC DOR and other offices, will propose/recommend a millage that will cover budgets previously adopted by county council.

However, the authority to set a levy belongs to the county governing body.

During the year reassessment is implemented a millage calculation must be used. S.C. Code Ann. Section 12-39-180 (Supp.1999) 6-1-320 (A)(1); Lee County v. Stevens (S.C.1982) 277 S.C. 421, 289 S. E. 2d 155.

Bond Millage set by the county Auditor – County and School

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

Millage is determined based on Assessed Values For:

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

2021 Tax Year Assessments for Millage purposes

- County Operations/Bonds/TCTC – 586,603,631
Mill Value \$586,603
- School Operational – 422,808,911
Mill Value \$422,808
- School Bonds – 622,808,911
Mill Value \$622,808

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

County Council Approved Budget amounts to fund:

Oconee County – \$41,801,385 – approved
Dollar amount to set millage on \$37,483,569*

SDOC- \$68,267,197 – approved
Dollar amount to set millage on \$48,913,556*

* Dollar Amount to set millage on is: Dollar amount approved less: FILOT, state reimbursements, tier dollars and delinquent collections (estimated).

Millage Recommended to fund Approved Budgets

- ① County Operations/TCT – 77.3 mills (no change from 2020)
- ① School Operations – 115.7 mills (decrease of .8 mill from 2020)
- ① County Bonds - 2.0 mills (decrease of 1.0 mill from 2020)
- ① School Bonds – 31.0 mills (no change from 2020)

Overall recommended decrease 1.8 mills

Dollar amounts for debt service payments

- County - \$1,364,927
- SDOC - \$18,207,165
- The amounts listed above are for payments due from October 2021 – October 2022.
- Payments due through September 30, 2021 were accounted for in bond millage for the 2020 tax year.

Millage for Bonds

- Oconee County – 2.0 mills (decrease of 1.0 mill from 2020)
- SDOC – 31.0 mills (no change)

Overall decrease of 1.0 mill

2021 TY City Millage

● Salem	37.0	(no change from 2020)
● Seneca	62.7	(no change from 2020)
● Walthalla	84.0	(no change from 2020)
● Westminster	99.3	(no change from 2020)
● West Union	51.8	(increase of 1.5 mills)

Keowee Fire District Millage

17.5 Mills

Overall increase of 3.0 mills per CC Approval in March 2021

Recap of Millage

Millage recommended to cover approved budgets/set by council:

County Operations – 74.3

Tri County Tech – 3.0

SDOC Operations – 115.7

Millage set by Auditor to cover debt service payments:

County – 2.0

SDOC – 31.0

County Operations/TCTC and County Debt Millage: 79.30

SDOC Operations and School Debt Millage: 146.70

Total County Millage Recommendation From County Auditor: 226.0

Questions?

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
General Fund Revenue									
080 Encumbrance Roll from FY 2020					(626,888.15)				
080 Local Revenue	51,430,440.00	51,430,440.00	912,513.80	1,314,857.59	2,227,371.39	-	49,203,068.61	96%	Tax Collections Start in October.
081 State Revenue	3,945,212.00	3,945,212.00	3,373.78	-	3,373.78	-	3,941,838.22	100%	Quarterly Revenues
082 Federal Revenue	199,500.00	199,500.00	-	-	-	-	199,500.00	100%	Quarterly Revenues
090 Other Financing Sources	1,260,000.00	1,260,000.00	-	-	-	-	1,260,000.00	100%	Quarterly or Year End Posting
Total General Fund Revenue	56,835,152.00	56,835,152.00	915,887.58	1,314,857.59	1,603,857.02	-	54,604,406.83		
General Fund Expenditures									
101 Sheriff	9,769,341.00	9,782,849.68	749,550.21	743,831.52	1,493,381.73	153,264.12	8,122,695.15	83%	
103 Coroner	303,470.00	303,470.00	18,900.99	21,956.33	40,857.32	943.83	261,668.85	86%	
104 Communications	1,718,079.00	1,718,079.00	135,849.55	124,042.96	259,892.51	12,595.16	1,445,591.33	84%	
106 Law Enforcement Center	4,617,760.00	4,617,760.00	326,202.77	348,779.99	674,982.76	641,378.38	3,301,398.86	71%	Yearly Encumbrances
107 Ems & Fire Services	6,347,010.00	6,516,294.29	253,980.48	203,224.37	457,204.85	212,604.75	5,677,200.40	89%	
110 Animal Control	658,107.00	658,107.00	30,859.75	46,680.64	77,540.39	18,060.58	562,506.03	85%	
202 Parks, Recreation, & Tour	769,984.00	769,984.00	159,141.88	35,098.75	194,240.63	1,392.22	574,351.15	75%	
203 High Falls Park	452,549.00	452,549.00	42,888.41	53,154.93	96,043.34	1,000.00	355,505.66	79%	
204 South Cove Park	554,386.00	554,386.00	37,822.04	50,846.26	88,668.30	-	465,717.70	84%	
205 Chau Ram Park	373,660.00	373,660.00	29,230.94	-	29,230.94	1,692.59	342,736.47	92%	
206 Library	1,469,376.00	1,469,376.00	141,393.96	123,918.28	265,312.24	10,864.96	1,193,198.80	81%	
301 Assessor	1,037,941.00	1,037,941.00	63,465.35	104,467.34	167,932.69	13,383.26	856,625.05	83%	
302 Auditor	603,155.00	603,155.00	44,847.11	39,023.34	83,870.45	81,081.03	438,203.52	73%	Yearly Encumbrances
303 Brd Of Assessment Appeals	12,003.00	12,003.00	54.70	140.87	195.57	-	11,807.43	98%	
305 Tax Collector	459,939.00	459,939.00	40,925.56	15,619.31	56,544.87	170,764.83	232,629.30	51%	Yearly Encumbrances
306 Treasurer	645,385.00	645,385.00	50,893.27	49,853.48	100,746.75	108,990.09	435,648.16	68%	Yearly Encumbrances
402 Dept Of Social Services	13,200.00	13,200.00	904.28	962.15	1,866.43	-	11,333.57	86%	
403 Health Department	29,134.00	29,134.00	1,431.25	1,036.34	2,467.59	-	26,666.41	92%	
404 Veterans' Affairs	213,403.00	213,403.00	14,358.92	14,419.99	28,778.91	2,400.04	182,224.05	85%	
501 Clerk Of Court	696,419.00	696,419.00	66,683.66	50,808.69	117,492.35	4,898.54	574,028.11	82%	
502 Probate Court	377,073.00	377,073.00	37,802.67	27,292.88	65,095.55	3,186.98	308,790.47	82%	
504 Solicitor	1,013,700.00	1,013,700.00	67,466.96	61,181.04	128,648.00	-	885,052.00	87%	
509 Magistrate	938,198.00	938,198.00	86,764.88	64,357.75	151,122.63	5,059.18	782,016.19	83%	
510 Public Defender	250,000.00	250,000.00	-	-	-	-	250,000.00	100%	
601 Road Department	2,967,509.00	2,967,509.00	172,533.97	160,756.70	333,290.67	12,287.45	2,621,930.88	88%	
702 Building Codes	651,582.00	651,582.00	68,943.97	39,780.33	108,724.30	7,200.17	535,657.53	82%	
704 County Council	311,016.00	311,016.00	15,525.44	26,727.26	42,252.70	59,945.08	208,818.22	67%	Yearly Encumbrances
705 Direct Aid	671,867.00	680,667.00	41,500.00	53,492.00	94,992.00	4,400.00	572,475.00	85%	
706 Delegation	96,389.00	96,389.00	7,371.83	7,319.00	14,690.83	655.58	81,042.59	84%	
707 Economic Development	682,691.00	682,691.00	25,152.04	24,794.93	49,946.97	3,000.00	629,744.03	92%	
708 Finance Department	679,902.00	679,902.00	88,834.89	54,053.86	142,888.75	6,559.95	530,453.30	78%	
709 Non-Departmental	2,887,364.00	3,118,856.27	71,589.93	56,388.31	127,978.24	226,814.25	2,532,571.51	88%	
710 Human Resources	344,375.00	344,375.00	19,563.52	26,236.84	45,800.36	2,865.17	295,709.47	86%	

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
711 Information Technology	1,132,226.00	1,132,226.00	59,000.83	106,259.75	165,260.58	67,622.58	899,342.84	79%	Yearly Encumbrances
712 Planning Department	388,924.00	388,924.00	13,430.82	17,159.08	30,589.90	1,200.00	357,134.10	92%	
713 Procurement	176,724.00	176,724.00	23,644.00	13,146.51	36,790.51	1,321.75	138,611.74	78%	
714 Facilities Maintenance	1,404,957.00	1,404,957.00	83,662.12	129,974.79	213,636.91	8,515.34	1,182,804.75	84%	
715 Registration & Elections	244,996.00	244,996.00	61,406.37	16,059.91	77,466.28	1,291.07	166,238.65	68%	
716 Soil & Water Conservation	84,043.00	84,043.00	3,769.66	4,241.90	8,011.56	-	76,031.44	90%	
717 Administrator's Office	1,569,130.00	1,569,130.00	29,802.63	26,957.20	56,759.83	2,460.03	1,509,910.14	96%	
718 Solid Waste Department	5,411,117.00	5,543,362.41	171,533.39	378,986.67	550,520.06	1,900,288.27	2,960,308.67	55%	Yearly Encumbrances
720 Airport	1,381,264.00	1,417,821.50	102,172.19	136,064.22	238,236.41	370,651.60	772,375.99	56%	Yearly Encumbrances
721 Vehicle Maintenance	962,684.00	962,684.00	67,889.24	72,657.64	140,546.88	4,924.72	817,212.40	85%	
735 Register Of Deeds	317,244.00	317,244.00	22,032.11	23,896.02	45,928.13	57,255.27	214,060.60	67%	Yearly Encumbrances
741 County Attorney	398,876.00	433,876.00	17,780.26	19,966.73	37,746.99	-	361,129.01	91%	
095 Other Financing Uses	747,000.00	747,000.00	-	-	-	-	747,000.00	100%	
Encumbrance Reserve add to Dept	-	(626,888.15)	-	-	-	-	-		
Total General Fund Expenditures	56,835,152.00	56,835,152.00	3,568,558.80	3,575,616.86	7,144,175.66	4,182,818.82	45,508,157.52	80%	

Rock Quarry Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenue									
080 Encumbrance Roll from FY 2020					-				
080 Local Revenue	6,760,000.00	6,805,755.90	567,947.43	606,720.22	1,174,667.65	-	5,631,088.25	83%	
Total Revenue	6,760,000.00	6,805,755.90	567,947.43	606,720.22	1,174,667.65	-	5,631,088.25		
Expenditure									
719 Rock Quarry	5,107,050.00	5,110,797.10	74,178.58	357,138.78	431,317.36	948,524.42	3,730,955.32		
Lease Payment	702,453.00	702,453.00	-	-	-		702,453.00		Payment due in May
095 Other Financing Uses	1,000,000.00	1,000,000.00	-	-	-		1,000,000.00		Transfers posted in June
Change in Net Assets (FB)	(49,503.00)	(49,503.00)			-		(49,503.00)		
Encumbrance Roll Over		(3,747.10)			-		(3,747.10)		
Total Expenditure	6,760,000.00	6,760,000.00	74,178.58	357,138.78	431,317.36	948,524.42	5,380,158.22		

Emergency Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues								Revenues	
080 Encumbrance Roll from FY 2020					-				
080 Local Revenue	1,512,000.00	1,512,000.00	14,820.66	13,521.99	28,342.65	-	1,483,657.35	98%	Tax Collections Start in October.
Total Revenue	1,512,000.00	1,512,000.00	14,820.66	13,521.99	28,342.65	-			
Expenditure									
020 Emergency Services Fund	1,512,000.00	1,590,253.16	8,112.37	5,054.68	13,167.05	29,497.71	1,547,588.40		Basic Station Expenditures are paid out quarterly
Encumbrance Roll Over		(78,253.16)							
Total Expenditures	1,512,000.00	1,512,000.00	8,112.37	5,054.68	13,167.05	2949771%			

Sheriff Victims' Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues									
Assessments	24,000.00	24,000.00	2,518.75	-	2,518.75	-	21,481.25	90%	
Surcharges	30,000.00	30,000.00	1,923.84	-	1,923.84	-	28,076.16	94%	
General Fund Transfer	137,000.00	137,000.00	-	-	-	-	137,000.00	100%	Transfers posted in June
Total Revenue	191,000.00	191,000.00	4,442.59	-	4,442.59	-	186,557.41		
Expenditure									
Victims Services Salaries (2)	127,753.00	127,753.00	10,162.83	9,683.54	-	-	127,753.00	100%	
Use of FB	63,247.00	63,247.00	-	-	-	-	-	-	
Total Expenditures	191,000.00	191,000.00			-	-	127,753.00		

Solicitor Victims' Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues									
Assessments	3,000.00	3,000.00	11.47	-	11.47	-	2,988.53	100%	
Surcharges	20,000.00	20,000.00	296.92	-	296.92	-	19,703.08	99%	
General Fund Transfer	110,000.00	110,000.00	-	-	-	-	110,000.00	100%	Transfers posted in June
Total Revenue	133,000.00	133,000.00	308.39	-	308.39	-	132,691.61		
Expenditure									
Victims Services Salaries (2)	74,319.00	74,319.00	5,700.71	5,657.82	11,358.53	-	62,960.47	85%	
	58,681.00	58,681.00	-	-	-	-	58,681.00	-	
Total Expenditures	133,000.00	133,000.00			11,358.53	-	121,641.47		

911 Communications Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues									
Encumbrance Reserve									
AT&T Surcharge	160,000.00	160,000.00	-	-	-	-	160,000.00	100%	Revenue posted Quarterly
Competitive Local Exchange Carrier	60,000.00	60,000.00	-	-	-	-	60,000.00	100%	Revenue posted Quarterly
State Wireless	70,000.00	70,000.00	-	-	-	-	70,000.00	100%	Revenue posted Quarterly
Budget and Control Board	200,000.00	200,000.00	-	-	-	-	200,000.00	100%	Revenue posted Quarterly
Use of Fund Balance	494,000.00	494,000.00	-	-	-	-	494,000.00	100%	
Total Revenue	984,000.00	984,000.00	-	-	-	-	984,000.00	100%	
Expenditure									
225 Communications 911 Funds	984,000.00	1,084,877.64	-	172,225.68	172,225.68	224,719.03	687,932.93	63%	Yearly Encumbrance
Encumbrance		(100,877.64)	-	-	-	-	-		
Total Expenditures	984,000.00	984,000.00	-	172,225.68	172,225.68	224,719.03	687,932.93		

Tri-County Technical College Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues									
Tax Collections	1,580,200.00	1,580,200.00	17,068.36	16,560.93	33,629.29	-	1,546,570.71	98%	Main Collection Months Nov - Feb
Total Revenue	1,580,200.00	1,580,200.00		16,560.93	33,629.29	-	1,546,570.71		
Expenditure									
TCTC Payments	1,580,200.00	1,580,200.00	-	19,863.00	19,863.00	-	1,560,337.00	99%	
Change in Fund Balance	-	-	-	-	-	-	-	0%	
Total Expenditures	1,580,200.00	1,580,200.00		19,863.00	19,863.00	-	1,560,337.00		

Road Maintenance Tax Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues									
Encumbrance Reserve									
Tax Collections	1,171,920.00	1,171,920.00	11,966.55	10,461.63	22,428.18	-	1,149,491.82	98%	Main Collection Months Nov - Feb
National Forestry Title I	220,000.00	220,000.00	-	-	-	-	220,000.00		
Other Finance Source	-	-	-	-	-	-	-		
Change in Fund Balance Increase(Decrease)	1,153,080.00	1,153,080.00	-	-	-	-	1,153,080.00		
Total Revenue	2,545,000.00	2,545,000.00		10,461.63	22,428.18	-	1,369,491.82		
Expenditures									
Expenditures	2,545,000.00	2,545,000.00	22,243.96	29,925.09	52,169.05	64,649.41	2,428,181.54	95%	Road Paving Encumbrance
Encumbrance Reserve									
Total Expenditures	2,545,000.00	2,545,000.00		29,925.09	52,169.05	64,649.41	2,428,181.54	95%	

Economic Development Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues									
Encumbrance Reserve									
Tax Collections	610,822.00	610,822.00	13,643.20	12,353.37	25,996.57	-	584,825.43	96%	Main Collection Months Nov - Feb
FILOT	500,000.00	500,000.00	-	-	-	-	500,000.00	100%	Prior Year Refund (CASTO)
Total Revenue	1,110,822.00	1,110,822.00	13,643.20	12,353.37	25,996.57	-	1,084,825.43		
Expenditures									
Expenditures	1,110,822.00	1,165,187.22	9,059.84	76,619.53	85,679.37	76,360.62	1,003,147.23	86%	
Encumbrance Reserve		(54,365.22)	-	-	-	-	-		
Total Expenditures	1,110,822.00	1,110,822.00	9,059.84	76,619.53	85,679.37	76,360.62	1,003,147.23		

Bridge and Culvert Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues									
Encumbrance Reserve									
Tax Collections	550,000.00	550,000.00	5,691.28	5,364.97	11,056.25	-	538,943.75	98%	Main Collection Months Nov - Feb
Use of Fund Balance	600,000.00	600,000.00	-	-	-	-	-		
Total Revenue	1,150,000.00	1,150,000.00	5,691.28	5,364.97	11,056.25	-	538,943.75		
Expenditures									
Expenditures	1,150,000.00	1,244,793.19	1,106.64	4,188.41	5,295.05	116,083.23	1,123,414.91	90%	
Encumbrance Reserve		(94,793.19)	-	-	-	-	-		
Total Expenditures	1,150,000.00	1,150,000.00	1,106.64	4,188.41	5,295.05	116,083.23	1,123,414.91		

Capital Equipment & Vehicle Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues									
Encumbrance Reserve									
Tax Collections	1,096,728.00	1,096,728.00	11,350.08	9,895.38	21,245.46	-	1,075,482.54	98%	Main Collection Months Nov - Feb
Insurance Proceeds	75,000.00	75,000.00	-	-	-	-	75,000.00	100%	
Sale of Capital Assets	50,000.00	50,000.00	-	-	-	-	50,000.00	100%	
Use of Fund Balance	200,000.00	200,000.00	-	-	-	-	-		
Total Revenue	1,421,728.00	1,221,728.00	11,350.08	9,895.38	21,245.46	-	1,200,482.54		
Expenditures									
Expenditures	1,421,728.00	1,421,728.00			-	-	1,421,728.00		
Sheriff	-	229,598.56	-	229,598.56	229,598.56	-	-		
Animal Control	-	-	-	-	-	-	-		
High Falls Park	-	-	-	-	-	-	-		
Chau Ram Park	-	-	-	-	-	-	-		
Assessor	-	-	-	-	-	-	-		
Road Dept	-	128,475.00	-	-	-	128,475.00	-		
Planning	-	26,127.00	-	-	-	26,127.00	-		
Administrator	-	-	-	-	-	-	-		
Solid Waste	-	313,700.23	-	-	-	313,700.23	-		
Encumbrance Reserve		(697,900.79)	-	-	-	-	-		
Total Expenditures	1,421,728.00	1,421,728.00	-	-	229,598.56	468,302.23	1,421,728.00	100%	

Debt Service Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)		Jul-21	Aug-21	Year To Date	Encumbrance	Remaining	Remaining Percent (83%)	Notes
Revenues										
Tax Collections	1,868,306.00	1,868,306.00		16,994.84	15,821.43	32,816.27	-	1,835,489.73	98%	Oct 19 and April 20 Payments
Total Revenue	1,868,306.00	1,868,306.00	-			32,816.27	-	1,835,489.73		High Point has not been allocated
Expenditures										
2016B County GO Bond	398,232.00	398,232.00		-	-	-	-	398,232.00	100%	Oct 19 and April 20 Payments
2014 SSRB Refunding Bond	325,143.00	325,143.00		-	-	-	-	325,143.00	100%	Oct 19 and April 20 Payments
2017 GO Ref Bond Keowee Key	107,254.00	107,254.00		-	-	-	-	107,254.00	100%	Oct 19 and April 20 Payments
2019 GO Bond Kewoee Key Fire	58,378.00	58,378.00		-	-	-	-	58,378.00	100%	Oct 19 and April 20 Payments
2013 GO Bond Echo Hills	221,430.00	221,430.00		-	-	-	-	221,430.00	100%	Oct 19 and April 20 Payments
2020 GO Refunding Bond	757,869.00	757,869.00		-	-	-	-	757,869.00		
Total Expenditures	1,868,306.00	1,868,306.00	-	-	-	-	-	1,868,306.00		

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: STATE OF SOUTH CAROLINA OCONEE COUNTY Ordinance 2021-18

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **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 08/25/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 12, 2030

Subscribed and sworn to before me this
08/25/2021



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

Date of Death: 07/24/2021
Case Number: 2021ES3700555
Personal Representative:
Christopher M Bowen
Address: 201 Lakeside CT.,
Clemson, SC 29631

**NOTICE TO CREDITORS
OF ESTATES**

ALL PERSONS HAVING claims against the following estates must file their claims on Form #371ES with the **Probate Court of Oconee County**, the address of which is **415 South Pine Street, Room #202 Walhalla, SC 29691**, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (**SCPC 62-3-801, et seq.**), or such persons shall be forever barred as to their claims.

ALL CLAIMS ARE required to be presented in written statements on the prescribed form (**Form #371ES**) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: Rosa Carter Driver
Date of Death: 07/09/2021
Case Number: 2021ES3700537
Personal Representative:
Henry G. Driver
Address: 121 South Oak Point Dr.,
Seneca, SC 29672

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due to a license and/or permit that will allow the sale and off-premises consumption of beer and wine at 1042 Tiger Blvd, Clemson SC 29631 To object to the issuance of this license and/or permit, you must submit Form ABL-20, postmarked no later than September 03, 2021.

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

NOTICE OF APPLICATION

Notice is hereby given that RMS LIQUOR LLC intends to apply to the South Carolina Department of Revenue for a license and/or permit that will allow the sale and off-premises consumption of liquor at 1042 Tiger Blvd, Clemson SC 29631 To object to the issuance of this license and/or permit, you must submit Form ABL-20, postmarked no later than September 03, 2021.

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Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, September 21, 2021 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2021-17**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND PREZERO US SERVICES, LLC, AND AMENDING THE AMENDED FEE AGREEMENT DATED AS OF OCTOBER 1, 2019; AND OTHER MATTERS RELATED THERETO.

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**STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2021-18**

GARRETT REPAIR

Service You Can Trust
20% Senior Discount

Installing Atlas Roofing

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Window Washing
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May you have a blessed day!**

Service Finder

and a description of any security as to the claim.

AN ORDINANCE TO REZONE PAR-
CEL 192-00-04-028 FROM THE



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John Dalen

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: STATE OF SOUTH CAROLINA OCONEE COUNTY Ordinance 2021-17

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 08/25/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 12, 2030

Subscribed and sworn to before me this
08/25/2021



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

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Personal Representative:
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