

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-21**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Mr. James Kent Crooks previously entered into a residential lease agreement with the County for certain improved real property located at 207 Crooks Road, Seneca, South Carolina, TMS #268-00-03-039 (the “Premises”);

WHEREAS, it is the desire of the County to enter into a new lease agreement (“Lease Agreement”) Mr. Crooks; and,

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

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

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

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

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

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading:	November 21, 2023
Second Reading:	December 05, 2023
Third Reading:	January 16, 2024
Public Hearing:	January 16, 2024

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") is made this ____ day of _____, 2024 ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and James Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

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

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

1. **LEASE OF PREMISES.** Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year, commencing January 1, 2024 and ending December 31, 2024 (the "Lease Term"), unless sooner terminated as provided herein. Provided Lessee has not defaulted in relation to a provision of this Lease Agreement, the Lease Term shall automatically extend for successive one (1) year periods, up to a maximum of two such one year extensions. The Lease Term shall not automatically extend, however, if either party gives at least thirty (30) days' written notice of its desire to terminate the Lease Agreement prior to the end of the then current one year term.

Notwithstanding the foregoing, Lessor may terminate this Lease Agreement at any point in time if a critical governmental need or emergency arises that requires termination of this Lease Agreement. In such a case,

Lessee will be provided with as much time to vacate the Premises as is reasonable under the circumstances, as determined by Lessor, and Lessee shall not be responsible for any rent attributable to future occupancy. No other remedies will be available to Lessee under such circumstances.

Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease Agreement, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor.

2. AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST. Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for each one (1) year Lease Term. Such rent payment shall be delivered to Lessor in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

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

4. LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES. Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this Lease Agreement in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this Lease Agreement, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF. Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Premises including, without

limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. UTILITIES, TAXES, AND INSURANCE. Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

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

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

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

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

11. LESSOR'S RIGHT TO ENTER PREMISES. Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. ENTIRE AGREEMENT. This Lease Agreement constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements,

conditions, or understandings, either oral or written, between them other than as herein set forth.

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

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

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

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

Lessee: James Kent Crooks
93 Goose Knob
Riverton, Wyoming 82501
Contact Telephone Number: 307-709-0106

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

16. COUNTERPART. This Lease Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

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

SIGNATURES ON FOLLOWING PAGE

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

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-24**

**AN ORDINANCE TO REZONE PARCEL 177-00-02-184 FROM THE
CONTROL FREE 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, 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 177-00-02-184) was presented to the Oconee County Planning Commission for review and recommendation. (See petition attached hereto 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 recommendation attached hereto 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 177-00-02-184 from the Control Free 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 177-00-02-184, previously zoned in the Control Free District and duly identified on the Official Zoning Map to be in the Control Free District, is hereby rezoned to the Lake Residential District, 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 Lake Residential District in Chapter 38 of the O.C. 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: _____
Matthew Durham, Chair
Oconee County Council

ATTEST:

By: _____
Jennifer C. Adams, Clerk
Oconee County Council

First Reading: December 05, 2023
Second Reading: January 16, 2024
Public Hearing: February 06, 2024
Third Reading: February 06, 2024

EXHIBIT A

Attached

EXHIBIT B

Attached

EXHIBIT C

Attached



OCONEE COUNTY
PLANNING COMMISSION

415 S. Pine St. Room 212 | Walhalla, SC 29691
864.638.4218
OconeeSC.com

Date: November 14, 2023

To: Oconee County Council Chairman Matthew Durham

From: James Coley via Planning Commission

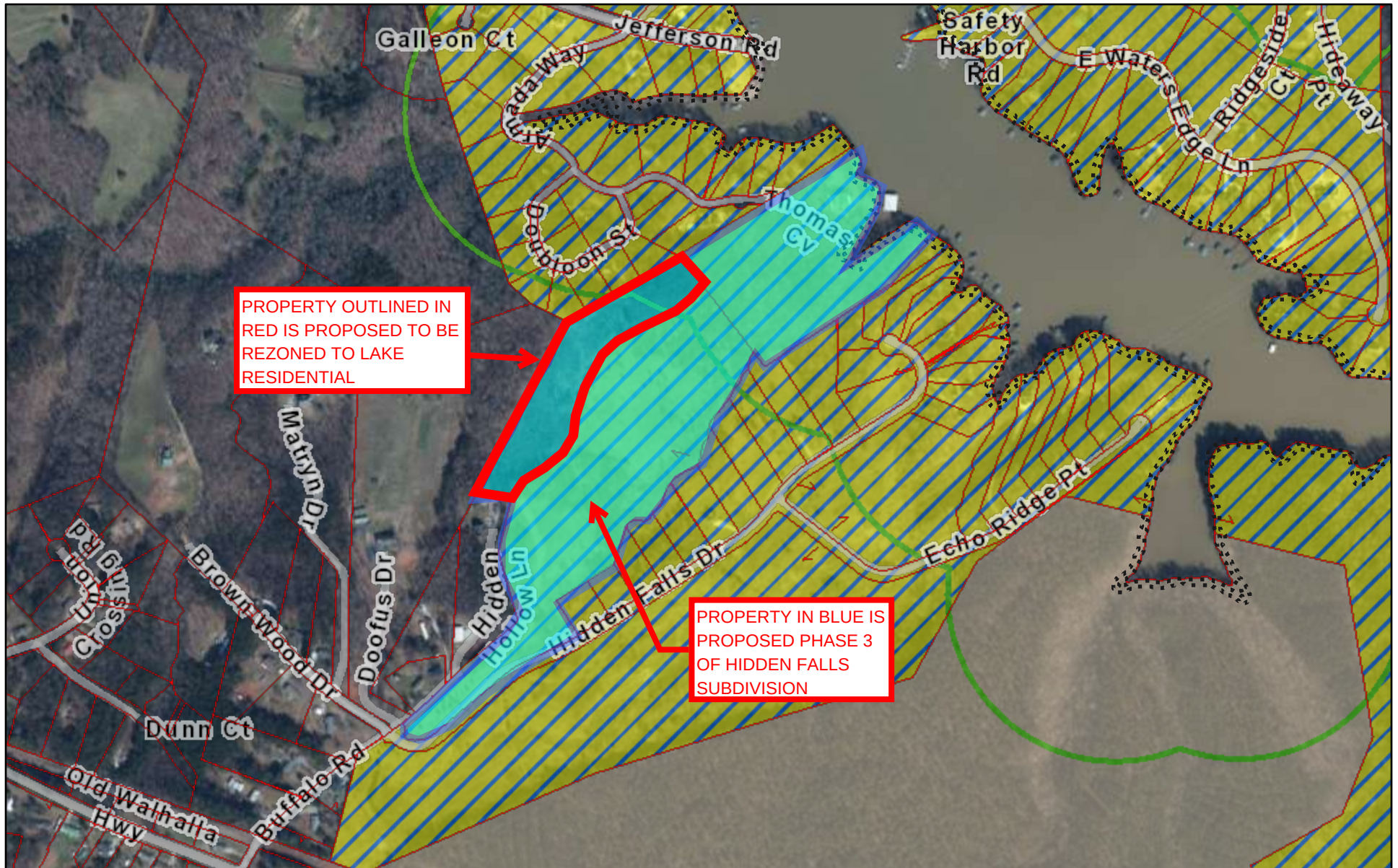
Re: Recommendation to Rezone Parcel 177-00-02-184

- The Planning Commission recommends rezoning of parcel 177-00-02-184 from Control Free District to Lake Residential District by a vote of 7-0.

Background:

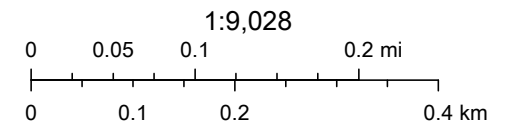
- The Planning Commission held a reviewed the rezoning request at their October 16, 2023 meeting.
- The applicant plans to develop phase 3 of the Hidden Falls subdivision. Phases 1 and 2 are zoned Lake Residential. The applicant would like consistency in the zoning throughout the subdivision.

Hidden Falls



9/12/2023, 4:21:14 PM

- | | | | |
|------------------------|---------|--------------------------------|----------------------------|
| Vegetative Buffer 25ft | Parcels | Split Zoning | (CCD) Community Commercial |
| Scenic Byway | Roads | (AD) Agricultural | (CD) Conservation |
| Land Hooks | | (ARD) Agricultural Residential | (CFD) Control Free |



Imagery collected in 2020 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by ESRI.

ArcGIS Web AppBuilder

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-04**

**AN ORDINANCE AMENDING CHAPTER 32 OF THE
OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN
LIMITED REGARDS AND PARTICULARS ONLY,
REGARDING THE ESTABLISHMENT OF A
COMMERCIAL JUNKYARD ORDINANCE, TO BE
ENTITLED “COMMERCIAL JUNKYARDS”; AND OTHER
MATTERS RELATED THERETO.**

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

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

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by adding an ordinance regulating commercial junkyards in the unincorporated areas of the County, such ordinance to be entitled “Commercial Junkyards,” a copy of which is attached hereto as Exhibit A; and

WHEREAS, County Council has therefore determined to modify Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Chapter 32 of the Code of Ordinances is hereby revised by adding Article X, entitled “Commercial Junkyards,” as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

2. County Council hereby approves and adopts Exhibit A, and directs that it be codified in Chapter 32, Article X of the Oconee County Code of Ordinances.

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 County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Chair, Oconee County Council

First Reading:	January 16, 2024
Second Reading:	February 6, 2024
Third Reading:	February 20, 2024
Public Hearing:	February 20, 2024

Exhibit A

[See Attached]

Provisions recommended by Law Enforcement, Public Safety, Health, and Welfare Committee on July 18, 2023.

1. Add to definition of *Fence*: “constructed and maintained in a commercially appropriate and sound manner” (This was from the Planning Commission originally.)
2. Add to the end of 32-754(g): “Electric vehicle batteries shall not be stored or handled at a *Commercial junkyard* unless done so in strict compliance with applicable hazardous waste regulations promulgated by the South Carolina Department of Health and Environmental Control (DHEC), or its successor agency, the United States Environmental Protection Agency (EPA), and any other entity of competent jurisdiction. Electric vehicle batteries are generally considered “Universal Waste” by the EPA and DHEC due to, among other factors, characteristics of ignitability and reactivity, and consequently must be carefully managed. Current DHEC regulations governing the handling of Universal Waste are located at S.C. Code Ann. Regs. 61-79.273.1, et seq.

3. Revise 32-755 regarding existing Commercial junkyards to read as follows:

Sec. 32-755. - Commercial Junkyards in existence prior to the enactment of these Commercial Junkyard regulations.

- (a) Any *Commercial junkyard* that can provide documentary proof of ongoing operations occurring prior to the date this Article is enacted (an “*Existing Commercial junkyard*”) shall be required to comply with all provisions of this Ordinance, with the following modifications:
 1. Upon submission of the *Commercial junkyard* Application required by Section 32-756, *Existing Commercial junkyards* shall have a period of **1 [or 2 or 3] years** to construct the *Fence* required by Section 32-754(a) of this Ordinance. Additional time, up to a period of **1 [or 2 or 3] years** for construction of the *Fence* may be sought on application to the Planning Commission. The Planning Department shall maintain an application for this extension, which shall require a statement of all reasons for the needed extension of time to construct the *Fence*.
 2. The *Setback* provisions governing the underlying zoning district shall apply in lieu of the requirements found in Section 32-754(b) of this Ordinance.
 3. Sections 32-754(c) and (d) of this Ordinance do not apply to *Existing Commercial junkyards*.

[As referred from the Planning Commission]

CHAPTER 32

ARTICLE X. - COMMERCIAL JUNKYARDS

Sec. 32-751. - Findings.

The County finds that Commercial junkyards:

- a) Provide a necessary service to County residents; and
- b) Contribute to the economy and tax base of the County; yet
- c) Pose a potential hazard to the health, safety, and general welfare of the citizens of the County;
- d) Can depreciate the value of surrounding property;
- e) Can attract and harbor mosquitoes or other insects, snakes, rats, and other pests and vermin;
- f) Pose a potential threat of injury to children and other individuals who may be attracted to the premises; and
- g) Can be a visual blight and depreciative to the aesthetic quality of the environment of the County.

Sec. 32-752. - Purpose.

- a) The purpose of this Article is to provide for the regulation of existing and proposed Commercial junkyards under the Unified Performance Standards contained in Chapter 32 of the Oconee County Code of Ordinances.
- b) S.C. Code Sections 4-9-25 and 4-9-30 give Oconee County the authority to enact regulations, resolutions, and ordinances relating to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein. In order to accomplish these purposes, the County Council enacts these regulations with respect to Commercial junkyards.
- c) It shall be unlawful for any person, corporation or other business entity to maintain a Commercial junkyard except pursuant to the provisions of this Article.

Sec. 32-573. - Definitions.

As used in this Article, the following terms shall have the meanings given below:

Commercial junkyard shall mean any land or area used, in whole or in part, as a business for storing, handling, or selling Junk. This definition does not include facilities which are an essential part of wrecker, towing, or impoundment services, or County-operated or approved and permitted sanitary landfills. Further excluded from this Article are temporary business operations such as garage or yard sales, which are related to a specific event of a limited time and limited duration.

Fence shall mean a substantial, continuous barrier constructed in a commercially appropriate and sound manner, and extending from the surface of the ground to a uniform height of not less than six feet. The finished side of the *Fence* shall face the public and be constructed of treated lumber, stockade, masonry, chain link or add woven wirel. Fabric *Fences* shall be not allowed.

Junk shall mean, by way of example and not limitation: abandoned barrels or drums; dismantled or inoperable industrial or commercial equipment or machinery being salvaged for parts; and the following old, scrap, or used items: metal; rope; rags; batteries; paper; cardboard; plastic; rubber; pallets; appliances; motors; industrial or commercial fixtures; rubbish and trash; debris; wrecked, dismantled, or disabled motor vehicles, watercraft, and aircraft, or parts thereof; and other old or scrap ferrous or nonferrous material.

Major local street shall mean a street that is designed and serves primarily to access abutting residential and commercial properties and other streets or roadways. *Major local streets* are further characterized as having two or more access points and receiving traffic from *Minor local streets* and other *Major local streets*.

Minor local street shall mean a street that is designed and serves primarily to access abutting residential properties. *Minor local streets* typically terminate in a cul-de-sac, loop, or other turnaround, and contain no more than two access points.

~~*Nonconforming* shall mean signs, structures, uses of land and characteristics of uses that are prohibited under the terms of this article, but which were lawful on the date of this article's enactment.~~

Public building shall mean any building owned, leased, held, or operated by the United States, the state, the County, a city, a special purpose district, or any local, state, or federal governmental agency or political subdivision, which building is used for a governmental or other public purpose.

Right-of-way shall denote the limits of public and private roads, including the full property interest or easement area thereof. On County roads, when there is no deeded *Right-of-way* or similar instrument governing road access and use, the *Right-of-way* shall include all portions of the road used for travel, maintenance, and support, and including all accessory structures and features.

Scenic highway/scenic byway shall mean a road or highway under federal, state, or County jurisdiction that has been so designated through legislation, ordinance, or other official declaration because of its scenic, historic, recreational, cultural, archeological, or natural qualities. An official declaration is an action taken by an individual, board, committee, or political subdivision acting with the granted authority on behalf of the federal, state or County government.

Setback shall refer to the required minimum distance, as established in this Article, between a *Fence* and the nearest property line, *Right-of-way*, body of water, *Scenic highway/scenic byway*, or heritage corridor.

Temporary storage service shall be defined as not exceeding 90 days from the date possession or custody of the vehicle is obtained, except when possession is pursuant to a court order.

Wrecker, towing and impoundment service shall mean an establishment or place of business that provides towing or *Temporary storage services* for currently licensed and currently registered

vehicles that have been wrecked or repossessed, or whose possession is by virtue of court order, a copy of which is in the possession of the proprietor of such service or affixed to the vehicle.

Sec. 32-754. - Regulation of Commercial Junkyards.

- a) Every *Commercial junkyard* must be enclosed on all sides by a *Fence* that is not less than six feet in height. Commercially reasonable efforts, made in good faith and appropriate to the nature of the operation as carried out in a customary and safe manner, must be employed so that the *Fence*, along with adjacent vegetation (either existing or planted for these purposes), conceals the view of all *Junk* from public roads and private property. Further, the *Fence* shall be constructed and maintained so that the *Commercial junkyard* is protected from access by children or other trespassers.
- b) Each *Commercial junkyard Fence* shall be *Setback* as follows:
 - (1) Subject to the provisions of S.C. Code Section 57-27-10, et seq. (the South Carolina “Junkyard Control Act”), two hundred and fifty feet from all *Rights-of-way* held by the federal or state government, including any agency thereof.
 - (2) One hundred and twenty-five feet from the *Rights-of-way* of all County roads.
 - (3) One hundred feet from all property lines.
 - (4) One hundred feet from the ordinary high-water mark of all bodies of water, including, by way of example and not limitation, lakes, bays, ponds, rivers, streams, creeks, and reservoirs.
 - (5) One thousand feet from all designated *Scenic highways*.
 - (6) One thousand feet from any federally designated heritage corridor.

If more than one *Setback* requirement applies, the greater distance shall be enforced.

- c) No *Commercial junkyard* shall be located within 1,000 feet of a church, school, daycare center, nursing home, health care facility, hospital, *Public building*, or public recreation facility.
- d) *Commercial junkyards* shall be located only on *Major local streets*. Locating a *Commercial junkyard* on a *Minor local street* is prohibited.
- e) All *Junk* shall be stored within the *Fenced* area of the *Commercial junkyard*. The *Setback* area, being the area between the required *Fence* and the roadway, waterway, property line, etc., shall be maintained in a clean manner and shall not be used for storing, loading, or unloading *Junk*.
- f) Each *Commercial junkyard* shall apply to the South Carolina Department of Health and Environmental Control (DHEC) for an appropriate National Pollutant Discharge Elimination System (NPDES) permit, unless the applicant can show that an NPDES permit is not required by DHEC for the subject *Commercial junkyard*. The NPDES permit must be appropriately maintained during the course of operations.
- g) Each *Commercial junkyard* shall comply with all applicable chapters of the International Fire Code with South Carolina modifications, along with all applicable statutory and regulatory laws addressing the handling, storage, and disposal of hazardous waste, along with any applicable manufacturer’s instructions and industry standards.

Sec. 32-755. - Existing nonconforming Commercial Junkyards in existence prior to the enactment of these Commercial Junkyard regulations.

- (a) Any *Commercial junkyard* that can provide documentary proof of ongoing operations occurring prior to the date this Article is enacted shall be exempt from the requirements of this Article as a “*Nonconforming Commercial junkyard*,” unless one of the following conditions arise:

1. Operations are abandoned for a period of twelve (12) months or more.
2. The storage or handling area reserved for *Junk* is expanded by ____ %.
3. Operations are altered such that excessive light, noise, dust, or other negative impacts on neighboring uses arise from the altered operations.
4. *There is a change in ownership.*
5. *Safety violations.*

add 15%

← remove (a)3

- (b) Once a *Nonconforming Commercial junkyard* loses its grandfathered status as a result of a condition noted in Section 32-755(a), then it must comply with the terms of this Article and the following provisions from Section 32-754 shall apply:

See Exhibit A for requirements triggered upon the occurrence of a safety violation (or perhaps a violation of item 3, above). Note Items 1, 2, and 4 would trigger enforcement of the entirety of this ordinance.

- 1.
- 2.
- 3.

Additionally, the following requirements shall be imposed:

- 1.
- 2.
- 3.
- 4.

Sec. 32-756. - Provisions for administration.

- (a) No person shall maintain a *Commercial junkyard* except and unless the owner or operator has an approved *Commercial junkyard* Application from the County Planning Department.
1. A *Commercial junkyard* Application shall consist of:
 - i. An initial site plan showing all required items from Sec. 32-754 (a-e).
 - ii. All necessary permits from governing federal, state, or local authorities.
 - iii. A certificate of compliance *[what is intent here?]* prior to starting operations.
- (b) Fees for required permits shall be established and published by the County Council.
- (c) The enforcement of this Article shall be the responsibility of the County Planning Director or their designee.

-
- (d) Any applicant or other affected party shall have the right to appeal a decision of the Planning Director to the County Planning Commission.
 - (e) Penalties for noncompliance. Any violation of this Article shall be a misdemeanor and, upon conviction, is punishable to full extent of the jurisdictional limits of magistrate courts located in the County. Additionally, or alternatively, the County may pursue civil litigation to compel compliance, including the pursuit of injunctive relief, damages, and other available relief.

Sec. 32-757 through Sec. 32-800 - Reserved.

EXHIBIT A

Existing nonconforming Commercial Junkyards in existence prior to the enactment of these Commercial Junkyard regulations.

- (a) Any *Commercial Junkyard* that can provide documentary proof of ongoing operations occurring prior to the date this Article is enacted shall be permitted the following deviations from this Article:
 - (1) Beyond 150 feet from the *Right-of-way* of a road, any boundary line may be enclosed with vegetation only pursuant to the requirements of the definition of "vegetation" in section 3.
 - (2) Shall be exempt from access restrictions in section 4(d).
 - (3) The *Fence* and/or vegetation required herein shall be located not less than ____ feet from the *Right-of-way* of a public road, and not less than ____ feet from a waterway, as described above, and as near the boundary line as practical on all other boundaries.
 - (4) No operator shall place, store or maintain *Junk* less than 10 feet from the property line of a developed residential area, school, church, cemetery, or public property or within 20 feet of the *Right-of-way* of a public road, or within 50 feet of a waterway.
- (b) No existing *Commercial junkyard* may expand without a proper approved application. Any expansion shall conform to all provisions of this article and shall not be permitted the deviations listed above in section 4(a).
- (c) Notwithstanding the provisions for administration contained in section 4, this article is not intended to impose additional restrictions on the nonconforming portion of junkyards existing prior to **DATE**
- (d) All applicable requirements to pre-**DATE** junkyards must be met within 1 year of the effective date.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-05**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF FIFTY-SIX THOUSAND AND 00/100 (\$56,000.00) DOLLARS OF FUNDING UNDER THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND OF THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR THE SENECA LIBRARY ADA RAMP PROJECT AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, COVID-19 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 was signed into law by the President of the United States (along with supporting and related legislation and regulations, collectively “ARPA”);

WHEREAS, among other things ARPA established the Local Assistance and Tribal Consistency Fund (“LATCF”), which provides additional assistance to eligible (1) tribal governments, (2) revenue sharing counties, and (3) eligible revenue sharing consolidated governments to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, there exists significant flexibility for Oconee County (“County”) in the expenditure of LATCF allocations, with the primary limitation being that the funds are treated as if generated from the County’s own revenue, and thus the funds may be used for any governmental purpose, lobbying excluded;

WHEREAS, the County was allocated Five Hundred and Sixty-One Thousand, Five Hundred, Ninety-Five and 66/100 (\$561,595.66) Dollars (“County LATCF Allotment”);

WHEREAS, the County desires to expend fifty-six thousand and 00/100 (\$56,000.00) Dollars of the County LATCF Allotment for the construction of an ADA-compliant ramp at the Oconee County Public Library, located at 300 E. South Second Street, Seneca, SC 29678.

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

Section 1. Appropriation. Fifty-six thousand and 00/100 (\$56,000.00) Dollars of County LATCF Allotment is hereby appropriated and set aside for the Seneca Library ADA Ramp Project.

Section 2. Expenditures. The expenditure of funds appropriated out of County LATCF Allotment for the Seneca Library ADA Ramp Project is approved in an amount up to fifty-six thousand and 00/100 (\$56,000.00) Dollars subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County LATCF Allotment that has been actually received by the County and which has not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County may discontinue the expenditure of funding appropriated hereby for the Seneca Library ADA Ramp Project at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) the Seneca Library ADA Ramp Project being deemed an impermissible use of the County LATCF Allotment, in whole or in part; or (4) for convenience.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

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

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

Signature page follows

ORDAINED in meeting, duly assembled, this ____ of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham, Chairman
Oconee County Council

First Reading: January 16, 2024
Second Reading: _____
Third Reading: _____
Public Hearing: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-06**

AN ORDINANCE TO SUPPLEMENT ORDINANCE 2021-20, WHICH APPROPRIATED AND AUTHORIZED THE EXPENDITURE OF THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED BY OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF THE SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT, BY AMENDING THE PROJECT’S SCOPE TO INCLUDE ADDITIONAL WATER SYSTEM IMPROVEMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Seneca (“Seneca”) requested a portion of the ARPA funding received by Oconee County (“County”) for purposes of constructing, improving, and/or repairing certain water and wastewater infrastructure (the “Seneca Water and Wastewater Infrastructure Project” or “Project”);

WHEREAS, County granted Seneca’s request, and appropriated and authorized the expenditure of up to Three Million and 00/100 (\$3,000,000.00) Dollars for the Seneca Water and Wastewater Infrastructure Project, as reflected by Ordinance 2021-20, a copy of which is attached hereto as Exhibit A;

WHEREAS, Seneca has requested permission to supplement the scope of the Project in order to include waterline improvements serving the Port Santorini subdivision;

WHEREAS, Seneca’s request will not increase the amount of funding previously appropriated by Ordinance 2021-20; and

WHEREAS, County is amenable to Seneca’s requested supplement to the scope of the Project.

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

1. Ordinance 2021-20 is amended such that the scope of the Seneca Water and Wastewater Project is supplemented to include waterline improvements serving the Port Santorini subdivision, as more specifically detailed on Exhibit B, attached hereto.
2. All other terms and provisions of Ordinance 2021-20, not inconsistent herewith, remain in full force.
3. The appropriation and expenditure authorization for the Seneca Water and Wastewater Project only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
4. All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the carrying out the

Project, in order to ensure the Project remains consistent with the legal authority governing the use of these ARPA funds.

5. County and Seneca shall amend the subrecipient agreement applicable to the Project, as necessary, in order to accommodate this amended Project scope. The County Administrator is authorized to execute such an amendment.
6. County reserves the right to discontinue the expenditure of funding appropriated for the Seneca Water and Wastewater 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 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.
7. 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.
8. 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.
9. 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 _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: January 16, 2024
Second Reading: February 6, 2024
Third Reading: February 20, 2024
Public Hearing: February 20, 2024

**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.

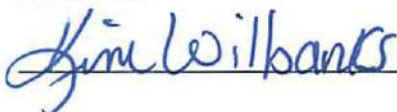
Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

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 5th of October, 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: October 5, 2021
Public Hearing: October 5, 2021



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.

EXHIBIT B

INVITATION FOR BID



WATER MAIN REPLACEMENT PORT SANTORINI DELPHI DR.

PROJECT: IFB 2023-002 SL&W

**DUE DATE: NOVEMBER 29, 2023
2:00 PM EST**

**Seneca Light & Water
251 E. North Second Street
P.O. Box 4773
Seneca, South Carolina 29679**

THIS IS NOT AN ORDER

BID REQUEST NUMBER: IFB 2023-002 SL&W

DATE OF INVITATION: November 8, 2023

BIDS WILL BE RECEIVED AT:

Seneca Light & Water
251 E. North Second Street
P.O. Box 4773
Seneca, South Carolina 29679

UNTIL 2:00 P.M. LOCAL TIME ON **Wednesday November
29th, 2023**

Project Name:	<u>Water Main Replacement Port Santorini Subdivision</u>
Project Location:	<u>Delphi Dr.</u>
City/County/State:	<u>Seneca / Oconee / South Carolina 29679</u>
Project Number:	<u>IFB 2023-002 SL&W</u>
Response Deadline:	<u>November 29, 2023 2:00 PM EST</u>

INTRODUCTION

City of Seneca Light & Water (herein aka, SL&W) seeks to receive bids for Professional Contractor Services to construct to completion the replacement of water main along Delphi Dr. in the Port Santorini subdivision, Seneca, South Carolina 29678.

INSTRUCTION TO RESPONDERS

SL&W is soliciting bids from experienced and qualified vendors to provide utility installation services for replacement of potable water main.

1. SUBMISSION REQUIREMENTS

Bids shall be submitted in the format outlined herein.

- a. Bids shall be submitted in a sealed envelope with the name and address of the responding person(s) submitting the bid.
- b. For bids submitted via facsimile transmission, it shall be the responder's responsibility to verify receipt of fax transmittal. **NO BIDS BY EMAIL.**
- c. Each bid shall be signed by an officer authorized to make a binding commitment for the company submitting a bid.
- d. Bid submittals shall reference this project as IFB 2023-002 SL&W (Port Santorini

Subdivision), and clearly label the envelope/page/sheets with the same reference. The bid submittal must be complete and in U.S. dollars. All cost and price information in the bid is to remain irrevocable for a period of 90 days from the date of submittal.

2. BID CHANGES

Changes to the bid may be made at any time prior to the opening of bids, however, all changes must be submitted in writing in an envelope marked "Modification to Bid." The bid and modifications will be opened at the same time and the bid changed accordingly.

SL&W shall not be held responsible for Responder's lack of understanding of what is required by this solicitation. Should a responder not understand any aspect of this request or require further explanation or clarification regarding the intent or requirements, it shall be the responsibility of the responder to seek guidance from SL&W's designated representative.

3. BID RESERVATIONS

To the extent allowed by applicable state and federal laws, SL&W reserves the right to reject any bid that is nonconforming, nonresponsive, unbalanced, or conditional.

- a. A bid may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- b. SL&W reserves the right to reject any bid if the City believes the Responder is unqualified or of doubtful financial ability. The bid may also be rejected if the Responder fails to meet any other pertinent standard or criteria established by SL&W.
- c. Responder imposed terms and conditions which conflict with the terms and conditions of this IFB are considered counter offers and, as such, will cause the submittal to be considered non-responsive.
- d. This solicitation is not to be construed as a commitment of any kind nor does it commit SL&W to pay for any costs incurred in the submission of an offer or for any other incurred cost.

4. AGREEMENT/CONTRACT

The responding bid from this solicitation that best satisfies the needs and appears to be the most advantageous to SL&W may be awarded an agreement/contract. All bids received by the closing deadline will be carefully evaluated for conformance with the requirements of this IFB.

- a. SL&W reserves the right to conduct negotiations with responsible Responders. This does not commit SL&W to award a contract. SL&W may award a contract solely on the basis of the bid submitted without any negotiations. Contents of the bid may become contractual obligations if an agreement or contract ensues.
- b. In the event SL&W decides to award a contract pursuant to this IFB, SL&W will provide a properly prepared Contractor Agreement to the successful Responder. And if an Agreement/Contract is not approved, the successful Responder may require that it be released from contract obligation. The foregoing action by SL&W or the Responder shall in no way provide any cause whatsoever for a claim against SL&W by the Responder.

- c. If the successful Responder fails to provide any services described in the contract, or fails to meet any obligations contained therein, SL&W reserves the right to terminate the contract by providing written notice to the Responder. The Responder shall have 30 days to cure the default. If said default cannot be cured within 30 days of SL&W's written notice, SL&W may demand its own timetable or terminate the contract.
- d. Termination for Convenience, SL&W shall have the right to terminate the contract without cause and at its convenience, with immediate notice to the Contractor.

Direct all questions to:

Scott McLane
Engineering Department Supervisor
P.O. Box 4773, Seneca, SC 29679
Telephone: 864.885.2753
Email: smclane@seneca.sc.us

Relevant questions must be submitted prior to 1:00 pm E.S.T. Friday, November 17, 2023. Questions submitted after that date and time will not be due a response.

SCOPE OF WORK

1. DESCRIPTION OF SOLICITATION

Contractors qualified and interested are requested to submit a bid proposal to:

- a. Provide, deliver, and fully warrant installation of water main and appurtenances as prescribed.
- b. Include all costs for labor, materials, tools, abatement, permits, licenses, and equipment necessary for the completion of repairs to the facility.

2. PROJECT DESCRIPTION

The following is the projected 'Scope-of-Work', but is not limited to:

- Construct and prepare site at the designated location.
- Install new water main per project drawings and as directed by SL&W.
- Contractor will coordinate all activities with SL&W and will be responsible for locating all underground utilities.
- Complete project and re-dress site.
- Removal and proper disposal of all trash and debris associated with the project.
- Contractor at its own expense shall promptly remedy and repair all damages or loss to any property caused in whole or part by its employees, subcontractor(s), supplier, or anyone

directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable.

KEY TASKS:

- After the contract is awarded, the Contractor's responsibilities will include all construction services necessary to complete the project as identified.
- Contractor shall be responsible for all required fees and permits.
- It is recommended each responder examine the premises to determine the extent of the work involved and the conditions under which the work will be performed.
- By submission of a bid proposal/quotation, it shall be construed as evidence that such examination has been made and no subsequent allowance will be acceptable in this connection.

3. ADDITIONAL REQUIREMENTS

- 3.1** The selected Contractor shall possess the appropriate license and registration required for this Project; have appropriate safety and emergency procedures; and key personnel may be required to pass background check.
- 3.2** All work performed shall follow appropriate OSHA standards, Federal, State, County, and local ordinances/regulations. The selected Contractor shall obtain all required licenses, permits, and/or certifications.
- 3.3** All work performed and completed in accordance with a valid Agreement /Contract will be subject to the acceptance of the City of Seneca by its authorized representative.
- 3.4** The Contractor shall deliver to SL&W, *upon award of a Contract/Agreement*, a certificate of insurance, and may be required to name the City (*Owner*) as an additional insured party in amounts requested by the Owner and all insurance policies shall be maintained for the life of the contract. The City may require it be named as "ADDITIONAL INSURED" for its interest on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As part of the certificate of insurance requirement the Contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the City. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained.
- 3.5** The selected Responder shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the Owner by the Contractor, his agents, representatives, employees, or subcontractors. Proof of coverage as prescribed herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period.

4. PROPONENT DECLARATION

- 4.1** By submittal of a bid the Responder declares to be fully informed and satisfied that the Scope-of-Work is a bases used to obtain submitted price quote; therefore, it is understood that actual quantities may be subject to adjustment by either increase or decrease, as deemed necessary, per conditions encountered during project construction and agreed by both the Contractor and SL&W (*its representative*). And should the quantities of work items be decreased or increased; the actual work quantity shall be completed at the unit prices stated therein.
- 4.2** SL&W shall be 'held harmless' for the Responder's lack of understanding of what is required by this solicitation. Should a Responder not understand any aspect of this request or require further explanation or clarification regarding the intent or requirements, it shall be the responsibility of the Responder to seek guidance from the SL&W's designated Representative.
- 4.3** The drawings, specifications and addenda are complementary of each other, what is called for by one shall be as binding as if called for by all. If a conflict arises between the drawings, specifications, and/or addenda, the problem shall be referred to SL&W for resolution

IFB PROPOSED SCHEDULE

IFB Issued	Wednesday, November 8, 2023
End of Question Period - 1:00 pm	Friday, November 17, 2023
Responses Due by 2:00 pm	Wednesday, November 29, 2023
Notice of Intent to Award	Friday, December 8, 2023

ATTACHMENTS

PROJECT: IFB 2023-002 SL&W

Water Main Replacement

Port Santorini Subdivision

Delphi Dr.

PROJECT DRAWING

FOR ELECTRONIC COPY OF DRAWING

CONTACT: PAUL GALBREATH

TEL. NO. (864) 885-2724

EMAIL - pgalbreath@seneca.sc.us

BID FORMS

BID FORM - A

**CERTIFICATION REGARDING DEBARMENT
& OTHER RESPONSIBILITY MATTERS**

BID FORM - B

BIDDER'S QUESTIONNAIRE

BID FORM – C

MATERIAL SCHEDULE

BID FORM - D

TOTAL BID AMOUNT

ALL BID FORMS MUST BE SUBMITTED WITH BIDDER'S RESPONSE

BID SUBMISSION FORM

CERTIFICATION REGARDING DEBARMENT & OTHER RESPONSIBILITY MATTERS

Signed copies of the Certification Regarding Debarment and Other Responsibility Matters must be included in the bid package.

By submitting a bid, the Responder certifies, to the best of his/her knowledge and belief, that:

- I. Responder and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.
 - (B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of quotes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission or any of the offenses enumerated in paragraph I (B) of this provision.
- II. Responder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
 - (A) The word "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; business manager; head of a subsidiary, division, or business segment, and similar positions).
 - (B) Responder will provide immediate written notice to the Owner if, at any time prior to contract award, Responder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (C) If the Responder is unable to certify the representations stated in paragraphs (I), Responder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Responder's responsibility. Failure of the Responder to furnish additional information as requested by the Owner may render the bid as non-responsive.
 - (D) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Responder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (E) The certification in paragraph I (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Responder knowingly or in bad faith rendered an erroneous certification, the Owner may terminate, for default, any Contract resulting from this solicitation, and in addition to other remedies available to the City of Seneca.
 - (F) By signing, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same project, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the responder.

Authorized Signature

Date

BID SUBMISSION FORM

SENECA LIGHT & WATER

IFB 2023-002 SL&W

PROFESSIONAL CONTRACTOR SERVICES

WATER MAIN REPLACEMENT – PORT SANTORINI SUBDIVISION

BIDDER'S QUESTIONNAIRE

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of the solicitation on the basis of non-responsiveness.

Name of Your Business: _____

Street Address: _____

Mailing Address if Different: _____

City: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

How many years has the business been under the above name? _____

Previous business name(s) if any: _____

My Bid Acceptance Period is _____ Days. *(Quotes providing less than thirty (30) calendar days for acceptance may be considered non-responsive and may be rejected.)*

Are you acting as a broker or the primary supplier in this transaction?

☐ Primary Supplier

☐ Broker

Business Information *(Please check all that apply):*

☐ My business is Individual

☐ My business is a Partnership

☐ My business is a Non-Profit

☐ My business is a Joint-Venture

☐ My business is a corporation under the laws of the State of _____

☐ My business is full-time

☐ My business is part-time

Completed by: _____ Title: _____

Signature: _____ Date: _____, 2023

MATERIAL LIST for IFB 2023-002 SL&W

WATER MAIN REPLACEMENT

Port Santorini Subdivision Delphi Dr.

PRELIMINARY COST ESTIMATE

BIDS DUE – 2:00 PM

November 29, 2023

ITEM DESCRIPTION	QUANTITY	UNIT	\$/Unit	COST
MOBILIZATION	1	LS		
EROSION CONTROL <i>(install as needed)</i>	1	LS		
TRAFFIC CONTROL	1	LS		
WATER DISTRIBUTION MAIN <i>(Include: fittings, bends, restraints, thrust blocking, reducers, and testing)</i>				
6" Ductile Iron Pipe (DIP) <i>(include tracer wire, solid strand #12AWG; coated w/ minimum 45mil polyethylene jacket for underground use)</i>	1400	FT		
8" DIP (SL&W to Provide 8" Pipe) Installation cost only	1020	FT		
2" SDR 21 PVC	80'	FT		
STEEL ENCASEMENT				
12" Casing <i>(include 'approved' spacers and end seals)</i>	42	FT		
6" Casing	25	FT		
GATE VALVE & BOX				
6" Gate Valve <i>(include valve box)</i>	5	EA		
2" Gate Valve <i>(include valve box)</i>	1	EA		
8" Gate Valve <i>(include valve box)</i>	2	EA		
Driveway Crossings				
Asphalt Driveway <i>(saw-cut & repave +- 42LF)</i>	2	LF		
Concrete Driveway <i>(Free Bore)</i>	9	EA		
Delphi Dr./Apollo Dr./Knossus Ct. <i>(saw-cut and repave +- 60LF for main line reconnection)</i>	60	LF		
RECONNECTION				
Same side existing service tie-ins to new main <i>(include all appurtenances)</i>	10	EA		
Bore services tie-in to new main <i>(include all appurtenances)</i>	9	EA		

FIRE HYDRANT				
Fire Hydrant Assembly <i>(include Tee, Gate valve and all appurtenances)</i>	2	EA		
AIR RELEASE VALVE (ARV)				
1" Air Release Valve <i>(include all appurtenances)</i>	1	LS		
MARKERS				
Concrete Valve Marker (MV)	2	EA		
Concrete Valve Marker (MV2)	2	EA		
Concrete Valve Marker (MV3)	1	EA		
Concrete Valve Marker (AV)	1	EA		
Concrete Donut	10	EA		
ABANDONMENT of EXISTING LINE				
6" Plug <i>(used to cap-off existing waterline)</i>	2	EA		
2" Cap	1	EA		
CLEAN-UP				
Site restoration, Clean-up, Grassing, and Landscape	1	LS		

Total Cost Estimate: \$_____

BID SUBMISSION FORM

SENECA LIGHT & WATER

IFB 2023-002 SL&W

PROFESSIONAL CONTRACTOR SERVICES

WATER MAIN REPLACEMENT – PORT SANTORINI SUBDIVISION

TOTAL BID AMOUNT

By submission of this bid, the respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.

The bid listed below must include all applicable cost relevant to excavation, disposal, construction, and delivery to site destination: Martin Creek Heights, Seneca, South Carolina 29678; and comply with the specifications or include detail specifications for optional recommendation.

Base Unit (Price must include all materials, tools, appurtenances, specifications, and warranty)

TOTAL BID _____ **Dollars (\$**_____ **)**

Bid Amount is shown both in words and figures; if any discrepancy, the amount shown in words shall govern. The above bid amount includes all labor, materials, and equipment, as required; cleaning, removal, overhead, profit, fees, insurance, etc., to cover the several kinds called for.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF QUOTE

CONTACT PHONE NUMBER

CONTACT EMAIL

City of Seneca reserves the right to reject any or all bids and to waive any irregularities as deemed necessary and in its best interest.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 16, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX Recommendations- Oconee County PRT Commission - \$32,800

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 recommended through local ATAX for eligible projects to lessen the impact to the general fund when available. These two projects are replacement equipment and vehicle for worn out/outdated equipment. Playground Safety Inspector recommends replacement of existing swings at South Cove and Oconee Vehicle Maintenance recommends Utility vehicle replacement at Chau Ram.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Local ATAX available balance including encumbrances as of Nov. 6, 2023: \$481,547.45

If all grants/projects approved/new balance will be: \$448,747.45

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: N/A

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

ATTACHMENTS

Spreadsheet unanimously approved by PRT Commission on 11/30/23.

STAFF RECOMMENDATION:

Approval of ATAX grant recommendations per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Amanda Brock, County Administrator

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

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

Jan-24						
Local/State ATAX Recommendations-Jan 2024						
					Amount	PRT
			Funds		Eligible for	Commission
Applicant	ATAX	Requested	Project Description	ATAX	Recommendation	
Oconee PRT-Chau Ram	Local	\$14,800	Replacement vehicle- UTV Honda Pioneer 700 4x4 Utility Vehicle	\$14,800	\$14,800	
Oconee PRT-South Cove	Local	\$18,000	Campground Playground-Replace outdated swingset with 3-bay swingset that includes 4 regular swings, one tot swing and one expression swing	\$18,000	\$18,000	
	Totals	\$32,800		\$32,800	\$32,800.00	

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 16, 2024

ITEM TITLE:

Procurement #: ITB 23-05 Title: High Falls Park Rec Building Department(s): PRT Amount: \$ 63,420.00
Covered Porch Replacement 10% Contingency: \$ 6,342.00
Total: \$ 69,762.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2023-2024 budget process.

Budget: \$69,762.00 Project Cost: \$69,762.00 Balance: \$0.00 Finance Approval: _____

BACKGROUND DESCRIPTION:

The High Falls County Park Recreation Building and rear porch is approximately 50 +/- years old. The building is available for the public to rent for events. Due to age and weathering, areas of the porch had begun to rot and the condition was not suitable for public use. The porch did not meet current building code requirements for a public use deck. County Park Staff has removed the damaged porch. The original porch was open with no cover.

This construction project will consist of labor and materials to construct a +/- 448 square foot covered porch with associated tie-ins to the existing structure. The new porch will be up to date with current commercial code standards. The overall look of the new covered porch will match the aesthetics of the High Falls Park point shelter and will overlook the lake.

On December 19, 2023, formal sealed bids were opened for the High Falls Park Rec Building Covered Porch Replacement. Forty-six companies were originally notified of this bid opportunity. Three companies submitted bids, with Palmetto Construction & Services of the Upstate, of Williamston, SC submitting the lowest, responsive bid of \$63,420.00.

Staff is requesting a 10% contingency to allow for unforeseen items that may arise.

ATTACHMENT(S):

1. Bid Tab
2. Thomas and Hutton Recommendation Letter

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the Award of ITB 23-05 to Palmetto Construction & Services of the Upstate, of Williamston, SC in the amount of \$63,420.00, and a 10% contingency, in the amount of \$6,342.00; for a total award of \$69,762.00.
2. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

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

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

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Bidders	Bliss Products and Services, Inc.	Lazer Construction Company, Inc.	Palmetto Construction & Services of the Upstate		
Location	Lithia Springs, GA	Anderson, SC	Williamston, SC		
Submitted Bid	Yes	Yes	Yes		
Bid Total	\$109,000.00	\$187,900.00	\$63,420.00		
Addendum No. 1	Yes	Yes	Yes		
Bidders					
Location					
Submitted Bid					
Bid Total					
Addendum No. 1					

Attended Bid Opening: In Person: Tronda C Popham, Katie Brown, Heather Downing
Zoom: Tony Young

TH **THOMAS & HUTTON**
501 RIVER STREET, SUITE 200
GREENVILLE, SC 29601 | 864.412.2222
WWW.THOMASANDHUTTON.COM

December 26, 2023

Ms. Tronda Popham, CPPB
Oconee County Procurement Director
415 South Pine Street
Walhalla, SC 29691

Re: Bid of December 19, 2023 at 2:00pm
High Falls Covered Porch Replacement
Recommendation for Award
Oconee Bid No. 23-05

Dear Tronda:

Three (3) bids were received for the above referenced project on December 19, 2023. An abstract of the bids is attached and summarized below:

- Palmetto Construction & Services of the Upstate at \$ 63,420.00 with a proposed timeline of 120 days.
- Bliss Products and Services, Inc. at \$ 109,000.00 with a proposed timeline of 90 days.
- Lazer Construction Company, Inc. at \$ 187,900.00 with a proposed timeline of 150 days.

We offer the following comments on the bids received:

1. All bidders submitted the required Bid Bond for the project.
2. All bidders acknowledged receipt of the one (1) addenda issued.
3. The apparent low bidder based on Total Base Bid is Palmetto Corporation.
4. The bids are subject to acceptance for sixty (60) days from the bid date.

Based on our review, we believe the lowest responsive bidder is Palmetto Corporation and we recommend the project be awarded based on available in the amount of \$ 63,420.00.

If there are any questions, please do not hesitate to contact us.

Sincerely,
THOMAS & HUTTON



Dillon Callaham, P.E.
Project Engineer

Encl: Bid Abstract

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 16, 2024

ITEM TITLE:

Title: Sany SMG200C-8 Motor Grader with Scarifier

Department: Roads & Bridges

Amount: \$311,330.15

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2023-2024 budget process.

Budget: **\$ 311,330.15** Project Cost: \$311,330.15 Balance: \$0.00 Finance Approval: _____

(Funding from Capital Equipment / (325) Vehicle Fund)

BACKGROUND DESCRIPTION:

This purchase is for a new 2023 Sany SMG200C-8 Motor Grader with a Craig 5 Shank Scarifier that will be used by the Roads and Bridges Maintenance Crew to maintain gravel roads, cut shoulders, and clean out ditches throughout the County.

After researching Motor Graders that would meet the requirements of the department, staff determined that the Sany SMG200C-8 Motor Grader would best meet the needs of the Roads and Bridges Department.

This Motor Grader will be replacing a 1995 Champion Motor Grader with 11,450 hours (325.07); which will be sold as surplus or replace older equipment used in other County departments. The Vehicle Maintenance Director approves this purchase.

SPECIAL CONSIDERATION(S):

Sourcewell has awarded Sany America, Inc. contract # 011723-SNY for Heavy construction equipment. The contract discount is from 19.8% up to 35.2% off MSRP. For this purchase, the discount amount is 33.8%. This contract allows government agencies to purchase directly from an authorized dealer. Sourcewell Contracts are bid and awarded on a national level and purchases may be fulfilled by authorized local or state dealers. Ironpeddlers, Inc. of Duncan, SC is an Authorized Dealer for Sany America, Inc. Ironpeddlers, Inc. will set up, deliver and service the equipment for any warranty work required.

ATTACHMENT(S):

1. Sany America Sourcewell Quote
2. Sourcewell Contract Information
3. Authorized Dealer
4. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2023 Sany SMG200C-8 Motor Grader from Ironpeddlers, Inc. of Duncan, SC, in the amount of \$311,330.15, per Sourcewell Contract # 011723-SNY.

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

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

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



SANY America Sourcewell Quote



Details

Quote Name/Number:	Iron Peddlers_Oconee County_11.27.23		
Quote Submission Date	11/27/23		
(DD/MM/YY): Quote Valid	01/31/24		
Until: Sourcewell Member	Oconee County		
Name: Sourcewell Member	86847		
Member Location:	City:	Walhalla	State/Province:SC
Dealership	The Iron Peddlers		
: Branch:	Greenville		
Dealership Sales Rep	Derrick Kelly		
Name: SANY Municipal	Tom Schanz		

Equipment Offered Information

Make:	SANY
Model(s):	SMG200-
Product	C8
Line(s):	D - Road
Stock Machine / New Order:	Machinery
Serial #:	New Order
	TBD

Pricing

Contracted Items:	Model	Description	List Price	Contract Discount	Contract Price	Quantity	Extended Price
	SMG200C-8	SANY Motor Grader, Model SMG200C-8	\$312,665.23	33.8%	\$206,984.38	1	\$206,984.38
		3 year / 3,000 hour standard warranty	\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
	TOTAL PRICE - CONTRACTED ITEMS		\$312,665.23		\$206,984.38	1	\$206,984.38
Sourced Items	Item #	Description	Sourced Price			Quantity	Extended Price
	Service Plan	Iron Peddlers 7,000 hr Service Plan	\$56,106.44			1	\$56,106.44
	CrgMfg	Craig Manufacturing 5 Shank Scarifier	\$15,602.94			1	\$15,602.94
			\$ -			0	\$ -
			\$ -			0	\$ -
			\$ -			0	\$ -
			\$ -			0	\$ -
			\$ -			0	\$ -
Total Price	TOTAL PRICE - SOURCED ITEMS					2	\$71,709.38
	SUBTOTAL						\$278,693.76
	Trade-In Allowance		\$ -			0	\$ -
	Additional Dealer Rebate (if applicable)		\$ -			0	\$ -
	Installation & Final Assembly (if applicable)		\$8,974.63			1	\$8,974.63
	Freight to End Customer		\$4,839.29			1	\$4,839.29
	Pre-Delivery Inspection		\$1,200.00			1	\$1,200.00
	Taxes (if applicable)		\$ -			1	\$17,622.46
Trade-In	TOTAL PRICE TO CUSTOMER						\$311,330.15

Trade-In

OEM Make:		Trade-In Notes:	
Model: Model			
Year: Serial			
Number:			
Condition: Trade-In Value:			

Other Notes / Information:

SANY

Heavy construction equipment

#011723-SNY

Maturity Date: 4/14/2027

Website: www.sanyamerica.com/municipal-sourcewell/ 

Products & Services

Products & Services

Sourcewell contract 011723-SNY gives access to the following types of goods and services:

- Motor graders
- Wheel loaders
- Hydraulic excavators
- Backhoe loaders
- Telescopic handlers
- Asphalt compactors
- Soil compactors
- Lattice boom crawler cranes
- Telescopic boom crawler cranes
- Rough terrain cranes
- Attachments & services
- Machine rentals

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(nongovernment site)

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**Construction****Port****Crane****SEARCH**

1 RESULTS FOUND

Ironpeddlers

Duncan, SC

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53.68 mi

Construction



Showing Page 1 of 1

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470-552-SANY
[470-552-7269]

318 SANY WAY

Pricing Spreadsheet for 2023 Sany Motor Grader				
Description	Quantity	MSRP Price	Sourcewell Discount	Unit Price
			33.8%	
2023 Sany SMG200C-8 Motor Grader w/ 12' Board	1	\$312,665.23	\$105,680.85	\$206,984.38
Service Plan	1	\$56,106.44		\$56,106.44
Includes: 7,000 hours of maintenance including all filters, lubricants, mileage and oil sampling (29 trips)				
New Craig Manufacturing 5-Shank Front Mount Scarifier	1	\$15,602.94		\$15,602.94
Installation & Final Assembly				\$8,974.63
Freight				\$4,839.29
Pre-Delivery Inspection				\$1,200.00
Subtotal				\$293,707.68
Sales Tax	6%			\$17,622.46
GRAND TOTAL				\$311,330.14

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Call 882-4719

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Two Burial Plots for Sale
Located at Oconee Memorial Park Front area near trees
Asking \$4,000 each
Please call 864-280-5365.

HOUSEHOLD GOODS

Shiny Brite Xmas ornaments in original box, 12 per box. Silver 4 boxes, Teal 2 boxes. \$15.00 OBO 863 226-7170

MERCHANDISE UNDER \$100

Ryobi P542 18 volt chain saw with 10" bar, rechargeable lithium battery, charger, & manual. Excellent condition used twice \$79. OBO 863 226-7170

Women's Clothes
Sizes 2XL - 4XL
Many Name Brands
30 Misc. Items \$50 for all.
If interested, please call **864-973-8990**.

"Brand New" Heating Pad
4 Settings, Auto Off Feature \$20
If interested, please call 864-973-8990.

For Sale!

Ventral Massage & Nerve Stimulator
Excellent condition
Great for neuropathy
Originally \$300

Selling for \$95
Call 864-944-0759

For Sale!
Jimmy Carter Commemorative Coin Gold Clad Issued by dept. of treasury bureau government

\$60 OBO Uncirculated
Call 8645713640

For Sale!

Filters for heat pump 16x25x1

\$14 ea
6 for \$78
Call 864-247-9555

AUCTIONS

ADVERTISE YOUR AUCTION...
in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers.
Call Randall Savelly at the S.C. Newspaper Network, 1-888-727-7377

28th Annual Absolute Construction-Truck Auction. Wed., Dec 27 at 8AM, Lumberton, NC. City of Lumberton & other consignor's 10% BP. Lloyd Meekins & Sons Auction Co. Lumberton, NC NCLN858 910-739-0547. See meekinsauction.com.

SERVICES

FREE high speed internet for those that qualify. Government program for recipients of select programs incl. Medicaid, SNAP, Housing Assistance, WIC, Veterans Pension, Survivor Benefits, Lifeline, Tribal. 15 GB internet service. Bonus offer: Android tablet FREE with one-time \$20 copay. Free shipping & handling. Call Maxisp Telecom today! 1-855-851-8201

DIRECTV OVER INTERNET – Get your favorite live TV, sports and local channels. 99% signal reliability! CHOICE Package, \$84.99/mo for 12 months. HBO Max and Premium Channels included for 3 mos (w/CHOICE Package or higher.) No annual contract, no hidden fees! Some restrictions apply. Call IVS 1-855-237-9741

DIRECTV Sports Pack. 3 Months on Us! Watch pro and college sports LIVE. Plus over 40 regional and specialty networks included. NFL, College Football, MLB, NBA, NHL, Golf and more. Some restrictions apply. Call DIRECTV 1-844-624-1107

Switch to DISH and get up to a \$300 gift card! Plus get the Multisport pack included for a limited time! Hurry, call for details: 1-877-542-0759

APARTMENTS FURNISHED

Best Deal In Town!
1 Br. - \$595. • 2 Br. - \$715.
Ask About Our Weekly Specials!
•Furn/Power Pkgs.
•On CAT Bus Route.
Call (864)882-0636

APARTMENTS UNFURNISHED

Looking to Sublease!
Grandmarc Clemson is a premium and lifestyle apartment at a less-than-premium price point.

1 Br, 1 bath in 4br, 4bath unit. 125 Anderson Hwy, Clemson, SC 29631-3048. \$500 bonus on sublease move in. SUBLEASE IS FOR JANUARY 2024 - JULY 31, 2024. **Rent is \$840** but negotiable. Message me, Edward by text or call at **1-847-372-4307**.



VACATION RESORT RENTAL

ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE

To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

HOUSES FOR SALE

PUBLISHERS NOTICE
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers

U-STOR-IT Mini Warehouse
Inside • Outside • No Camera Fenced • Not Gated • Lighted
Old Clemson Hwy.
654-1000

are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

AUTOS FOR SALE

For Sale!
1995 Buick LeSabre
Clean
New Tires
Runs & Drives good
Asking \$1200
Call 864-903-1454

LEGALS

Notice of Sale
C/A No: 2022-CP-37-00747
BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Foxwood Hills Property Owners Association vs. Regina Shoop; Steven Shoop I the undersigned as Clerk of Court for Oconee County, will sell on January 2, 2024 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina to the highest bidder:

Legal Description and Property Address:

PARCEL 1:
All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot 271, Section M, Foxwood Hills Subdivision, as shown and more fully described on a plat thereof recorded in Plat Book 38, Page 14, records of Oconee County, South Carolina.
TMS: 316-02-02-025
This is the property conveyed to Regina Shoop by Deed of Oconee County Forfeited Land Commission dated April 20, 2021, and recorded April 20, 2021, in Deed Book 2678 at Page 1 in the Register of Deeds Office for Oconee County, South Carolina.

PARCEL 2:
All that certain, piece, parcel or tract of land situated, lying and being in Oconee County, SC, and shown and designated as Lot 269, Section M of Foxwood Hills Subdivision in Plat Book Number 38, Page 14 in the Office of the Clerk of Court for Oconee County, SC. For a more detailed description as to the courses metes and bounds reference is made to said plat of record.
TMS: 316-02-02-027
This is the property conveyed to Regina Shoop by Deed of Rodney D. Hawkins - Trustee - RDH 401K Trust dated March 18, 2021, and recorded March 29, 2021 in Deed Book 2670 at Page 248 in the Register of Deeds Office for Oconee County, South Carolina.

PARCEL 3:
All that certain, piece, parcel or tract of land situated, lying and being in Oconee County, SC, and shown and designated as Lot 268, Section M of Foxwood Hills Subdivision in Plat Book Number 38, Page 14, in the Office of the Clerk of Court for Oconee County, South Carolina.

Carolina. For a more detailed description as to the courses, metes, and bounds reference is made to said plat of record.
TMS: 316-02-02-028
This is the property conveyed to Regina Shoop by Deed of Rodney D. Hawkins - Trustee - RDH 401K Trust dated March 18, 2021, and recorded March 29, 2021 in Deed Book 2670, at Page 250, in the Office of the Register of Deeds for Oconee County, South Carolina.

116 Westgate Drive
Westminster, SC 29693
TMS# 316-02-02-025;
316-02-02-027; 316-02-02-028

TERMS OF SALE: For cash. Interest at the current rate of 1% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

There will be a public hearing at 6 pm on Tuesday, January 16, 2024 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following: **ORDINANCE 2023-21 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.**

CLASSIFIEDS WORK!



THE JOURNAL

You deliver. We deliver.

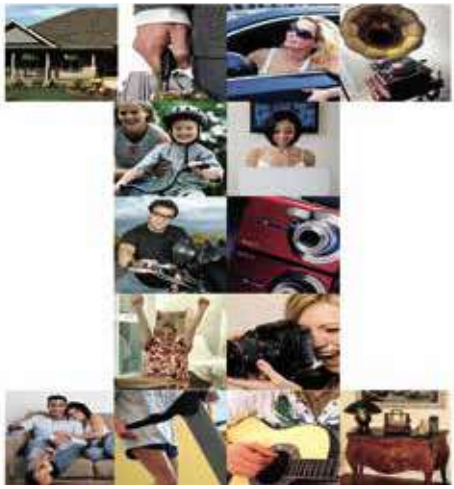
CARRIERS NEEDED

The Journal has excellent opportunities to **EARN EXTRA MONEY!**

Deliver newspapers to homes in Oconee County and the Clemson area. Reliable transportation is a must.

We are also looking for subs part-time to deliver newspapers on down routes.

For more information please call the Circulation Department at (864) 882-2375, apply in person at 210 W. North 1st Street in Seneca or email jwells@upstatetoday.com.



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YARD SALE!

YARD SALES:
2 Days - \$25.00
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Each additional day:
\$5.00

**Sell items under \$100
FREE***



*Restrictions apply. Does not include picture.

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NOTICES

PUBLISHERS NOTICE
This newspaper will not knowingly accept any false or misleading advertising. We advise you to investigate on your own, and take any steps necessary to ascertain the validity of any advertising before exchanging money or entering into any contractual agreements. The Journal provides no guarantees and will not be held liable for any items or services advertised.

ANNOUNCEMENTS

DONATE YOUR CAR TO KIDS.
Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & RV's , too! Fast Free Pickup - Running or Not - 24 Hour Response - Maximum Tax Donation -
Call (888) 515-3810

DENTAL INSURANCE
from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-855-397-7030
www.dental50plus.com/60#6258

Portable oxygen concentrator may be covered by medicare! Reclaim independence and mobility with the compact design and long-lasting battery of inogen one. Free information kit! Call 833-230-8692

Applying for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc. Our case managers simplify the process & work hard to help with your case. Call 1-844-528-1156 FREE Consultation. Local Attorneys Nationwide Mail: 2420 N St NW, Washington DC. Office: Broward Co. FL (TX/NM Bar.)

Safe Step. North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and \$1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-877-852-0368

Tuesday, January 9, 2024 is the last day to redeem winning tickets in the following South Carolina Education Lottery Instant Games: (1462) 50X

WANTED EMPLOYMENT

Advertise Your Driver Jobs in 99 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers! Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

PETS

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents. **Find out more at oconeehumane.org or call 864-882-4719**

REPORT YOUR LOST PET to Oconee County Animal Shelter 888-0221 or email info to: ocas@netmds.com You may include a photo. We will contact you if we find your pet.

ADOPT A DOG! Save a Life!
Loyal, loving dogs & puppies \$85 adoption fee includes spay/neuter, vaccines, microchip. Take a wonderful companion home today! oconeehumane.org Call 882-4719

ADOPT A CAT! Save a Life!
Snuggly, purry cats & kittens \$75 adoption fee includes: spay/neuter, vaccines, microchip. Take a SWEET companion home today!

U-STOR-IT Mini Warehouse
Inside • Outside • No Cameras Fenced • Not Gated • Lighted Old Clemson Hwy.
654-1000

oconeehumane.org
Call 882-4719

MISCELLANEOUS FOR SALE

ELIMINATE GUTTER CLEANING FOREVER!
LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Entire Purchase. 10% Senior & Military Discounts.
Call 1-855-875-2449

Up to \$15,000 of GUARANTEED Life Insurance!

No medical exam or health questions. Cash to help pay funeral and other final expenses.

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855-837-7719 or visit www.Life5plus.info/scan

Prepare for power outages today with a GENERAC home standby generator. \$0 Money Down + low monthly payment options. Request a FREE quote. Call now before the next power outage: 1-844-755-0366

COMPUTER & ACCESSORIES

For Sale hp envy 6000 wireless printer excellent condition \$35.00 call 864-973-8456

MERCHANDISE UNDER \$100

For Sale!
Chimney Free Infrared Heater 1500 Watts
Frame & Glowing Fire Effect Like New, Only Used Once
\$45
Call or text
864-364-7108

AUCTIONS

ADVERTISE YOUR AUCTION...
in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers. **Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377**

Real Estate Auction: Industrial Property on 2.57 AC with 3 Buildings, 26 Park Hill Drive Lugoff, SC. Online Bidding through Thurs. January 18th at 2PM www.TheLigonCompany.com, Call 803-366-3535. Randy Ligon, CAI, CES, BAS SCAL1716 SCRL17640 SCAFL4120

ESTATE AUCTION – Saturday, January 13, 9:30 A.M. 4715 Augusta Hwy., Brunson, SC. Selling Contents of Welding Shop and Home! Farm Tractors, Farm Implements, 2021 Tracker 0x400 UTV, Welding Equipment, Lots of Tools, Utility Trailers, Shop Equipment, Lawn Mowers, Dodge Van, Honda Motorcycle, River Boat, Nice Furniture, Antiques, Glassware, Sterling & Much More! Preview: Friday Jan. 12 10 A.M.- 6 P.M. Browse web: www.cogburnauction.com 803-860-0712

NOTICE OF PUBLIC SALE:
Pursuant to SC Self-Service Storage Facility Act and to satisfy Owner's lien Storage Sense located at 365 Keowee School Rd Seneca, SC 29672 864-885-0368 intends to sell the personal property described below. Everything sold is purchased AS-IS with money orders only. See and bid on all units 24/7 ending on December 29th, 2023, at 11:00 am@ www.Lockerfox.com Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS listed on auction website. Brandon Vanblarcam Unit 0011 misc items; Michael Talley Unit 0305, Misc items; Julia Ford Unit 0447, misc items; Chalanda Goodine unit 0087 misc items.

SERVICES

FREE high speed internet for those that qualify. Government program for recipients of select programs incl. Medicaid, SNAP, Housing Assistance, WIC, Veterans Pension, Survivor Benefits, Lifeline, Tribal. 15 GB internet service. Bonus offer: Android tablet FREE with one-time \$20 copay. Free shipping & handling.

Call Maxsip Telecom today! 1-855-851-8201

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LEGALS

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Seneca Greenleaf located at 600 Shiloh Rd Seneca SC 29678 intends to hold a Auction of storage units in default of payment. The sale will occur as an Online Auction via www.storageauctions.com on 1/19/2024 at 1:00PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless listed otherwise below, the contents consist of household goods and furnishings. Micah Justus unit #108; Tatem Tollison unit #314; Jasmine Hunter unit #A101; Hala Searcy unit #A205; Alexis Smith unit #F3; Amanda Rogers unit #F808; Davonna Alex-

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BUSINESS FOR SALE

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Well Established, High Demand Business Will Pay Commission of \$3,000

Call 843.729.3770 or 864.638.2668

bhild@bobhildent.com • www.bobhildent.com

ander unit #O13; Yandel Vivanco unit #O16; Chris Martin unit #P29. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

The City of Walhalla's Board of Zoning Appeals will hold a public hearing on Monday, January 22, 2024 at 5:30 PM to hear the following items: A request for a Special Exception to allow the placement of a manufactured home at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). A request for a variance to allow a manufactured home with a different roof pitch than the permitted roof pitch to be placed at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). The meeting will be held in the City Council Chambers located at 206 N. Church Street, Walhalla. Please contact the Community Development Department at 864-638-4343 for more information.

NOTICE OF APPLICATION
Notice is hereby given that Yoshi intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer & Wine at 1510 Blue Ridge Blvd., Ste. 108, Seneca, SC 29672. To object to the issuance of this permit/license, written protest must be postmarked no later than January 13, 2023. For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest;
 - (2) The specific reasons why the application should be denied;
 - (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
 - (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
 - (5) The name of the applicant and the address of the premises to be licensed.
- Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-097.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT
OF COMMON PLEAS
SUMMONS, LIS PENDENS
AND NOTICES
C/A NO. 2023-CP-37-00262

Equity Trust Company FBO Robert W. Schumacher IRA, PLAINTIFF, vs. Any heirs-at-law or devisees of Mary Jo Moody deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; Any heirs-at-law or devisees of Molly Ann Chastain, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; all unknown persons having or claiming any right, title, or interest in or to, or lien upon the real property described as 221 Thompson Avenue, Walhalla, SC 29691, their heirs and assigns; any persons who may be in the military service of the United States of America, being a class designated as John Doe, any unknown minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, and Donna Jo Reams, DEFENDANTS.
SUMMONS: YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Plaintiff's attorney at his office located at 336

Old Chapin Road, Lexington, S.C. 29072 or to otherwise appear and defend the action pursuant to applicable court rules within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default against you for the relief demanded in the Complaint. TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff's attorney. LIS PENDENS: NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this Court upon Complaint of the above-named Plaintiff against the above-named Defendants to have the Court declare Plaintiff holds marketable, fee simple title to real property located in Oconee County, and any interest that may have been claimed by the above-named Defendants was extinguished by the tax sale conducted by the Delinquent Tax Collector of Oconee County. The real property which is the subject of this action is described as follows: All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Oconee, designated as Lots 8 and 9, as shown and more fully described on a plat thereof recorded in Plat Book J, Page 62, records of Oconee County, South Carolina.

Tax Map Number: 500-17-02-002
Property Address: 221 Thompson Avenue, Walhalla, SC 29691

NOTICE OF FILING:
NOTICE IS HEREBY GIVEN that the Lis Pendens, Summons and Complaint in this action were filed in the Office of the Clerk of Court for Common Pleas for Oconee County, South Carolina on April 6, 2023.
NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI:
YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432, Columbia, SC 29260, as Guardian ad Litem Nisi for unknown party defendants who may be minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.
NOTICE OF ORDER APPOINTING ATTORNEY:
YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432,

Columbia, SC 29260, as Attorney for unknown party defendants who may be in the Military Service of the United States of America who may be entitled to benefits of the Servicemembers Civil Relief Act, 50 U.S.C. §501 et seq, being a class designated as John Doe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

MP Morris Law Firm, P.A.
Michael P. Morris,
SC Bar #73560,
336 Old Chapin Rd.,
Lexington, S.C. 29072.
Phone: 803-851-1076
Fax: 803-851-1978.
Attorney for Plaintiff

The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions: June, July, August, and November meetings, which will be only on the third Tuesday of each of these months;

December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina at 6 p.m.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 23, 2024 to establish short- and long-term goals.

Oconee County Council will also meet on Tuesday, January 7, 2025 in Council Chambers at which point they will establish their 2025 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 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 2024 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 20, May 21, July 16, & September 17, 2024.

The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] and March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.



THE JOURNAL

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We deliver.**

CARRIERS NEEDED

The Journal has excellent opportunities to

EARN EXTRA MONEY!

Deliver newspapers to homes in Oconee County and the Clemson area. Reliable transportation is a must.

We are also looking for subs part-time to deliver newspapers on down routes.

For more information please call the Circulation Department at (864) 882-2375, apply in person at 210 W. North 1st Street in Seneca or email jwells@upstatetoday.com.

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

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

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

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

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

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

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

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)



MEMORADUM

TO: Council Officials and Administration
FROM: Ladale Price, Finance Director *LP*
DATE: December 29, 2023
SUBJECT: November 2023 Council Financial Reports

Just a few reminders for the fiscal year that will make a difference in the ideal remaining percent for the month of November 2023:

- Large yearly Encumbrances addressed in July.
- Subsequent Year Encumbrances not rolled until August.
- Sheriff's & Solicitor's Victims Assistance Funds are updated quarterly.
- Real Estate Current tax collections start in October.
- Inter-fund transfer In/Out are posted in June at year end.
- Debt Service Fund – Bond payments are in October and April.
- State and Federal Revenue received quarterly.
- Amended Budget – Update.
- County Debt Service Fund Other Financing Sources – this is the Premium amount from the new 2023 GO Bond.
- New Funds – may take a little tweaking over the first few months.

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	52,552,432.00	5,305,149.75	11,112,205.58	0.00	41,440,226.42	79
081 State Revenue	4,748,801.00	6,300.00	1,027,856.76	0.00	3,720,944.24	78
082 Federal Revenue	239,500.00	26,579.70	29,087.70	0.00	210,412.30	88
090 Other Financing Sources	1,296,500.00	0.00	38,582.43	0.00	1,257,917.57	97
010 General Fund	58,837,233.00	5,338,029.45	12,207,732.47	0.00	46,629,500.53	79

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	2,378,185.07	0.00	0.00	0.00	2,378,185.07	100
095 Other Financing Uses	85,000.00	0.00	0.00	0.00	85,000.00	100
101 Sheriff	11,585,537.95	909,520.36	4,297,923.02	74,551.97	7,213,062.96	62
103 Coroner	371,104.00	26,712.18	120,489.27	671.60	249,943.13	67
104 Communications	2,022,196.68	154,418.06	730,507.32	49,334.33	1,242,355.03	61
105 Ems & Fire Services	0.00	0.00	26.24	0.00	-26.24	0
106 Law Enforcement Center	5,139,971.00	379,044.10	1,839,129.56	530,994.16	2,769,847.28	54
107 Ems & Fire Services	5,044,687.76	346,648.76	2,325,515.38	764,939.88	1,954,232.50	39
110 Animal Control	765,018.00	69,069.20	304,721.97	9,580.86	450,715.17	59
120 Sheriff'S Bailiffs	0.00	5,078.48	16,304.28	0.00	-16,304.28	0
202 Parks, Recreation, & Tour	891,180.00	49,741.39	246,190.09	1,008.04	643,981.87	72
203 High Falls Park	539,964.00	40,139.33	234,005.45	222.94	305,735.61	57
204 South Cove Park	690,378.00	49,105.90	251,849.11	0.00	438,528.89	64
205 Chau Ram Park	420,562.00	29,618.60	145,290.24	4,411.42	270,860.34	64
206 Library	1,560,196.80	87,247.80	546,582.13	10,340.69	1,003,273.98	64
301 Assessor	1,175,192.00	76,079.57	420,458.32	5,062.90	749,670.78	64
302 Auditor	775,510.00	44,477.83	289,861.14	37,029.36	448,619.50	58
303 Brd Of Assessment Appeals	7,714.00	0.00	344.43	0.00	7,369.57	96
305 Delinquent Tax	410,176.00	24,650.84	154,458.80	101,843.66	153,873.54	38
306 Treasurer	737,594.00	44,069.88	298,376.15	38,215.64	401,002.21	54
402 Dept Of Social Services	11,600.00	850.63	3,983.36	0.00	7,616.64	66
403 Health Department	28,700.00	2,368.54	9,675.84	0.00	19,024.16	66
404 Veterans' Affairs	240,388.00	16,397.33	85,263.42	926.00	154,198.58	64
501 Clerk Of Court	912,008.00	56,445.97	315,946.69	5,314.16	590,747.15	65
502 Probate Court	452,757.00	47,394.86	171,710.90	2,328.59	278,717.51	62
504 Solicitor	1,036,352.00	77,402.03	332,580.58	0.00	703,771.42	68
509 Magistrate	1,098,030.00	93,607.33	390,562.53	3,617.22	703,850.25	64
510 Public Defender	250,000.00	0.00	125,000.00	0.00	125,000.00	50
601 Road Department	2,998,033.15	161,073.51	894,568.22	9,353.95	2,094,110.98	70
702 Building Codes	723,186.00	52,569.75	258,669.46	29,367.49	435,149.05	60
704 County Council	337,369.00	45,104.86	120,297.22	32,702.43	184,369.35	55
705 Direct Aid	0.00	783.83	179,216.35	0.00	-179,216.35	0
706 Delegation	105,301.00	975.91	4,956.57	551.15	99,793.28	95
707 Economic Development	666,535.00	50,692.86	241,437.91	2,531.37	422,565.72	63
708 Finance Department	837,963.00	54,452.13	296,168.58	2,366.47	539,427.95	64
709 Non-Departmental	2,963,245.61	293,291.31	2,019,993.79	232,600.50	710,651.32	24
710 Human Resources	365,108.00	30,583.25	132,702.23	1,808.79	230,596.98	63
711 Information Technology	1,297,080.82	109,854.15	523,946.57	51,697.02	721,437.23	56
712 Planning Department	445,712.00	27,492.63	121,009.69	957.18	323,745.13	73
713 Procurement	263,628.00	15,067.95	91,551.34	1,255.22	170,821.44	65

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
714 Facilities Maintenance	1,606,170.00	109,708.40	622,861.62	4,977.72	978,330.66	61
715 Registration & Elections	363,609.00	18,582.07	140,329.72	9,988.30	213,290.98	59
716 Soil & Water Conservation	97,101.00	5,538.21	24,431.90	9,600.00	63,069.10	65
717 Administrator'S Office	1,070,525.00	81,728.53	266,294.27	172,035.91	632,194.82	59
718 Solid Waste Department	6,914,135.30	510,092.78	2,220,753.22	1,549,971.33	3,143,410.75	45
720 Airport	2,021,412.00	269,886.59	1,268,917.48	301,766.40	450,728.12	22
721 Vehicle Maintenance	1,112,084.00	65,692.72	324,712.46	6,396.10	780,975.44	70
735 Register Of Deeds	350,032.00	28,407.09	126,831.10	39,535.40	183,665.50	52
741 County Attorney	421,517.00	31,272.05	132,192.28	0.00	289,324.72	69
799 Poll Workers	30,000.00	7,745.12	7,745.12	0.00	22,254.88	74
010 General Fund	63,619,749.14	4,600,684.67	23,676,343.32	4,099,856.15	35,843,549.67	56

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	8,953,329.62	1,518,229.29	4,091,258.64	0.00	4,862,070.98	54
017 Rock Quarry Enterprise Fund	8,953,329.62	1,518,229.29	4,091,258.64	0.00	4,862,070.98	54

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2023

FY 2023-2024

Current Period End Date: 11/30/2023

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
095 Other Financing Uses	750,000.00	0.00	0.00	0.00	750,000.00	100
719 Rock Quarry	7,953,329.62	382,191.23	2,186,829.74	1,024,791.16	4,741,708.72	60
017 Rock Quarry Enterprise Fund	8,703,329.62	382,191.23	2,186,829.74	1,024,791.16	5,491,708.72	63

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
080 Local Revenue	1,791,900.55	205,964.42	282,347.73	0.00	1,509,552.82	84
020 Uninc Emergency Services Protection Srf	1,791,900.55	205,964.42	282,347.73	0.00	1,509,552.82	84

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
107 Ems & Fire Services	1,591,900.55	249,165.92	417,466.54	15,040.00	1,159,394.01	73
199 Emerg. Serv. Volunteers	200,000.00	0.00	403.69	0.00	199,596.31	100
020 Uninc Emergency Services Protection Srf	1,791,900.55	249,165.92	417,870.23	15,040.00	1,358,990.32	76

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,964,034.00	288,248.16	385,546.93	0.00	1,578,487.07	80
090 Other Financing Sources	0.00	1,647,491.00	1,647,491.00	0.00	-1,647,491.00	0
090 County Debt Service Fund	1,964,034.00	1,935,739.16	2,033,037.93	0.00	-69,003.93	-4

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
854 2020 Go Refunding Bond	855,658.00	0.00	47,829.00	0.00	807,829.00	94
858 2016B Go Bond	398,669.00	0.00	9,834.50	0.00	388,834.50	98
862 2014 SsrB Refunding Bond	322,528.00	0.00	0.00	0.00	322,528.00	100
893 2019 Go Bond Keowee Fire	58,378.00	0.00	0.00	0.00	58,378.00	100
894 2022 Go Bond- Keowee Fire	103,381.00	0.00	21,395.00	0.00	81,986.00	79
896 2013 Go Bond -Echo Hills	225,380.00	0.00	17,410.00	0.00	207,970.00	92
090 County Debt Service Fund	1,963,994.00	0.00	96,468.50	0.00	1,867,525.50	95

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	123,336.00	6,734.93	32,463.72	0.00	90,872.28	74
210 Sheriff'S Victims Assistance Srf	123,336.00	6,734.93	32,463.72	0.00	90,872.28	74

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
114 Sheriff'S Victims Assist.	123,336.00	11,342.50	53,030.97	0.00	70,305.03	57
210 Sheriff'S Victims Assistance Srf	123,336.00	11,342.50	53,030.97	0.00	70,305.03	57

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	32,532.00	1,665.43	11,040.75	0.00	21,491.25	66
090 Other Financing Sources	45,000.00	0.00	0.00	0.00	45,000.00	100
215 Solicitor'S Victims Assistance Srf	77,532.00	1,665.43	11,040.75	0.00	66,491.25	86

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
512 Solicitor'S Victims Asst	77,532.00	5,497.79	26,373.78	0.00	51,158.22	66
215 Solicitor'S Victims Assistance Srf	77,532.00	5,497.79	26,373.78	0.00	51,158.22	66

BUDGET REPORT BY FUND - REVENUE

Ocone County

Fiscal Year Start Date: 07/01/2023

FY 2023-2024

Current Period End Date: 11/30/2023

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
080 Local Revenue	861,879.06	9,578.76	29,170.37	0.00	832,708.69	97
081 State Revenue	270,000.00	68,221.76	68,221.76	0.00	201,778.24	75
225 911 Communications Spec. Rev. Fund	1,131,879.06	77,800.52	97,392.13	0.00	1,034,486.93	91

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2023

FY 2023-2024

Current Period End Date: 11/30/2023

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
104 Communications	1,131,879.06	89,507.98	485,614.34	168,409.56	477,855.16	42
225 911 Communications Spec. Rev. Fund	1,131,879.06	89,507.98	485,614.34	168,409.56	477,855.16	42

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,626,600.00	240,965.88	330,643.67	0.00	1,295,956.33	80
250 Tri-County Technical College Srf	1,626,600.00	240,965.88	330,643.67	0.00	1,295,956.33	80

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
876 Tri-County Tech Operation	1,626,600.00	126,642.88	191,344.23	0.00	1,435,255.77	88
250 Tri-County Technical College Srf	1,626,600.00	126,642.88	191,344.23	0.00	1,435,255.77	88

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	5,052,418.28	217,856.88	284,890.04	0.00	4,767,528.24	94
081 State Revenue	0.00	1,026,966.00	1,026,966.00	0.00	-1,026,966.00	0
082 Federal Revenue	220,000.00	0.00	0.00	0.00	220,000.00	100
260 Road Maintenance Tax Srf	5,272,418.28	1,244,822.88	1,311,856.04	0.00	3,960,562.24	75

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Ocone County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	5,272,418.28	59,979.96	174,999.52	33,551.50	5,063,867.26	96
260 Road Maintenance Tax Srf	5,272,418.28	59,979.96	174,999.52	33,551.50	5,063,867.26	96

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 275 Community Health & Human Services Srf						
080 Local Revenue	4,402,000.00	521,273.33	571,127.27	0.00	3,830,872.73	87
275 Community Health & Human Services Srf	4,402,000.00	521,273.33	571,127.27	0.00	3,830,872.73	87

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 275 Community Health & Human Services Srf						
705 Direct Aid	4,327,000.00	52,500.00	102,500.00	0.00	4,224,500.00	98
750	75,000.00	0.00	0.00	0.00	75,000.00	100
275 Community Health & Human Services Srf	4,402,000.00	52,500.00	102,500.00	0.00	4,299,500.00	98

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
080 Local Revenue	3,373,447.32	301,453.27	745,274.00	0.00	2,628,173.32	78
081 State Revenue	2,500,000.00	0.00	0.00	0.00	2,500,000.00	100
315 Economic Development Cap. Proj. Fund	5,873,447.32	301,453.27	745,274.00	0.00	5,128,173.32	87

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
707 Economic Development	5,873,447.32	474,700.91	510,021.42	130,035.49	5,233,390.41	89
315 Economic Development Cap. Proj. Fund	5,873,447.32	474,700.91	510,021.42	130,035.49	5,233,390.41	89

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	650,227.91	103,732.51	135,628.45	0.00	514,599.46	79
320 Bridges And Culverts Cap. Proj. Fund	650,227.91	103,732.51	135,628.45	0.00	514,599.46	79

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
601 Road Department	650,227.91	237.04	40,568.98	30,227.91	579,431.02	89
320 Bridges And Culverts Cap. Proj. Fund	650,227.91	237.04	40,568.98	30,227.91	579,431.02	89

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
080 Local Revenue	1,786,223.08	182,119.42	243,471.77	0.00	1,542,751.31	86
090 Other Financing Sources	125,000.00	1,136.00	31,392.91	0.00	93,607.09	75
325 Capital Equipment & Vehicle Cpf	1,911,223.08	183,255.42	274,864.68	0.00	1,636,358.40	86

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	0.00	0.00	255,607.00	0.00	-255,607.00	0
206 Library	48,506.16	0.00	48,006.16	500.00	0.00	0
601 Road Department	311,716.92	0.00	65,228.00	246,488.92	0.00	0
717 Administrator'S Office	1,551,000.00	0.00	0.00	0.00	1,551,000.00	100
325 Capital Equipment & Vehicle Cpf	1,911,223.08	0.00	368,841.16	246,988.92	1,295,393.00	68

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
080 Local Revenue	1,055,675.35	81,768.67	117,722.75	0.00	937,952.60	89
330 Parks, Recreation & Tourism Cpf	1,055,675.35	81,768.67	117,722.75	0.00	937,952.60	89

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	686,250.00	680.00	2,804.66	73,835.34	609,610.00	89
203 High Falls Park	17,467.00	0.00	12,950.05	0.00	4,516.95	26
204 South Cove Park	3,997.50	21,259.63	24,221.48	89,096.32	-109,320.30	-2,735
205 Chau Ram Park	0.00	0.00	31,486.56	0.00	-31,486.56	0
214 Seneca Creek	347,960.85	0.00	20,842.80	26,640.39	300,477.66	86
330 Parks, Recreation & Tourism Cpf	1,055,675.35	21,939.63	92,305.55	189,572.05	773,797.75	73

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 335 Fire/Emergency Services Capital Projects						
080 Local Revenue	1,240,000.00	146,836.20	160,879.40	0.00	1,079,120.60	87
335 Fire/Emergency Services Capital Projects	1,240,000.00	146,836.20	160,879.40	0.00	1,079,120.60	87

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 335 Fire/Emergency Services Capital Projects						
107 Ems & Fire Services	1,240,000.00	0.00	207,992.00	51,998.00	980,010.00	79
335 Fire/Emergency Services Capital Projects	1,240,000.00	0.00	207,992.00	51,998.00	980,010.00	79

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 340 Capital Request Fund						
080 Local Revenue	1,240,000.00	146,811.51	160,851.66	0.00	1,079,148.34	87
090 Other Financing Sources	500,000.00	0.00	0.00	0.00	500,000.00	100
340 Capital Request Fund	1,740,000.00	146,811.51	160,851.66	0.00	1,579,148.34	91

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 11/30/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 58 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 340 Capital Request Fund						
104 Communications	165,000.00	0.00	0.00	6,984.55	158,015.45	96
106 Law Enforcement Center	170,000.00	0.00	0.00	0.00	170,000.00	100
714 Facilities Maintenance	20,000.00	0.00	0.00	12,862.04	7,137.96	36
717 Administrator'S Office	647,750.00	0.00	0.00	0.00	647,750.00	100
718 Solid Waste Department	700,000.00	0.00	0.00	115,454.61	584,545.39	84
720 Airport	17,250.00	0.00	0.00	0.00	17,250.00	100
721 Vehicle Maintenance	20,000.00	0.00	0.00	19,621.66	378.34	2
340 Capital Request Fund	1,740,000.00	0.00	0.00	154,922.86	1,585,077.14	91



MEMORADUM

TO: Council Officials and Administration
FROM: Ladale Price, Finance Director *AP*
DATE: January 16, 2024
SUBJECT: Council Financial Reports – December 2023

Just a few reminders for the start of a fiscal year that will make a difference in the ideal remaining percent.

- Large yearly Encumbrances addressed in July.
- Subsequent Year Encumbrances not rolled until August.
- Sheriff's & Solicitor's Victims Assistance Funds are updated quarterly.
- Real Estate Current tax collections start in October.
- Inter-fund transfer In/Out are posted in June at year end.
- Debt Service Fund – Bond payments are in October and April.
- State and Federal Revenue received quarterly.

Also the tax collection payout to the following will not go out until January 17th. The amounts from last year were as follows.

DECEMBER 2022 TAXES PAID IN JANUARY 2023

SDOC	\$ 10,387,727.46
SDOC DEBT SERVICE	\$ 5,886,710.01
TRI COUNTY TEC	\$ 583,919.02
KEOWEE FIRE TAX DISTRICT	\$ 441,174.87
MUNICIPALTIES	\$ 1,811,154.41
COUNTY DEBT SERVICE	\$ 389,281.99
Total Tax Amount Paid Out of County Bank account	\$ 19,499,967.76

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2023

FY 2023-2024

Current Period End Date: 12/31/2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	52,552,432.00	11,482,443.69	22,546,239.08	0.00	30,006,192.92	57
081 State Revenue	4,748,801.00	22,549.30	1,050,406.06	0.00	3,698,394.94	78
082 Federal Revenue	239,500.00	8,835.87	37,923.57	0.00	201,576.43	84
090 Other Financing Sources	1,296,500.00	14,486.88	53,069.31	0.00	1,243,430.69	96
010 General Fund	58,837,233.00	11,528,315.74	23,687,638.02	0.00	35,149,594.98	60

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	2,378,185.07	0.00	0.00	0.00	2,378,185.07	100
095 Other Financing Uses	85,000.00	0.00	0.00	0.00	85,000.00	100
101 Sheriff	11,585,537.95	1,299,566.54	5,597,489.56	88,570.44	5,899,477.95	51
103 Coroner	371,104.00	35,822.58	156,311.85	576.01	214,216.14	58
104 Communications	2,022,196.68	234,714.41	965,221.73	42,721.39	1,014,253.56	50
105 Ems & Fire Services	0.00	158.96	185.20	0.00	-185.20	0
106 Law Enforcement Center	5,139,971.00	579,632.57	2,418,762.13	413,255.13	2,307,953.74	45
107 Ems & Fire Services	5,044,687.76	413,974.22	1,891,989.60	735,959.07	2,416,739.09	48
110 Animal Control	765,018.00	79,681.98	384,403.95	3,782.65	376,831.40	49
120 Sheriff'S Bailiffs	0.00	2,705.40	19,009.68	0.00	-19,009.68	0
202 Parks, Recreation, & Tour	891,180.00	80,108.78	326,298.87	888.55	563,992.58	63
203 High Falls Park	539,964.00	46,085.59	280,091.04	146.85	259,726.11	48
204 South Cove Park	690,378.00	58,816.75	310,665.86	0.00	379,712.14	55
205 Chau Ram Park	420,562.00	41,104.12	186,394.36	4,361.42	229,806.22	55
206 Library	1,560,196.80	137,860.46	684,442.59	9,814.90	865,939.31	56
301 Assessor	1,175,192.00	116,415.80	536,874.12	4,761.05	633,556.83	54
302 Auditor	775,510.00	71,448.33	361,309.47	56,337.58	357,862.95	46
303 Brd Of Assessment Appeals	7,714.00	0.00	344.43	0.00	7,369.57	96
305 Delinquent Tax	410,176.00	54,291.94	208,750.74	101,720.45	99,704.81	24
306 Treasurer	737,594.00	77,227.39	375,603.54	35,552.69	326,437.77	44
402 Dept Of Social Services	11,600.00	806.32	4,789.68	0.00	6,810.32	59
403 Health Department	28,700.00	1,876.49	11,552.33	0.00	17,147.67	60
404 Veterans' Affairs	240,388.00	24,693.68	109,957.10	794.81	129,636.09	54
501 Clerk Of Court	912,008.00	97,598.23	413,544.92	4,854.93	493,608.15	54
502 Probate Court	452,757.00	41,312.99	213,023.89	1,918.38	237,814.73	53
504 Solicitor	1,036,352.00	120,022.81	452,603.39	0.00	583,748.61	56
509 Magistrate	1,098,030.00	103,272.29	493,834.82	3,062.32	601,132.86	55
510 Public Defender	250,000.00	0.00	125,000.00	0.00	125,000.00	50
601 Road Department	2,998,033.15	248,328.90	1,142,897.12	8,602.58	1,846,533.45	62
702 Building Codes	723,186.00	80,919.40	339,588.86	50,149.00	333,448.14	46
704 County Council	337,369.00	32,078.96	152,376.18	22,501.74	162,491.08	48
705 Direct Aid	0.00	1,234.11	0.00	0.00	0.00	0
706 Delegation	105,301.00	1,139.99	6,096.56	551.15	98,653.29	94
707 Economic Development	666,535.00	37,563.60	279,001.51	2,464.12	385,069.37	58
708 Finance Department	837,963.00	76,570.34	372,738.92	39,622.99	425,601.09	51
709 Non-Departmental	2,963,245.61	62,445.31	2,082,439.10	215,089.53	665,716.98	22
710 Human Resources	365,108.00	34,679.95	167,382.18	1,575.81	196,150.01	54
711 Information Technology	1,297,080.82	165,501.24	689,447.81	29,529.59	578,103.42	45
712 Planning Department	445,712.00	33,564.72	154,574.41	833.12	290,304.47	65
713 Procurement	263,628.00	24,464.65	116,015.99	1,147.45	146,464.56	56

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
714 Facilities Maintenance	1,606,170.00	135,973.96	755,353.39	4,705.57	846,111.04	53
715 Registration & Elections	363,609.00	27,715.50	168,045.22	9,940.28	185,623.50	51
716 Soil & Water Conservation	97,101.00	9,663.31	34,095.21	9,600.00	53,405.79	55
717 Administrator'S Office	1,070,525.00	58,075.95	324,370.22	170,482.66	575,672.12	54
718 Solid Waste Department	6,914,135.30	584,648.30	2,805,401.52	1,492,167.56	2,616,566.22	38
720 Airport	2,021,412.00	217,752.68	1,486,670.16	164,093.36	370,648.48	18
721 Vehicle Maintenance	1,112,084.00	99,124.05	423,836.51	5,799.52	682,447.97	61
735 Register Of Deeds	350,032.00	38,377.31	165,208.41	35,204.78	149,618.81	43
741 County Attorney	421,517.00	25,894.48	161,568.95	0.00	259,948.05	62
799 Poll Workers	30,000.00	0.00	7,745.12	0.00	22,254.88	74
010 General Fund	63,619,749.14	5,714,915.34	28,363,308.20	3,773,139.43	31,483,301.51	49

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	8,953,329.62	478,970.79	4,570,229.43	0.00	4,383,100.19	49
017 Rock Quarry Enterprise Fund	8,953,329.62	478,970.79	4,570,229.43	0.00	4,383,100.19	49

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
095 Other Financing Uses	750,000.00	0.00	0.00	0.00	750,000.00	100
719 Rock Quarry	7,953,329.62	533,463.09	2,754,293.03	951,846.11	4,247,190.48	53
017 Rock Quarry Enterprise Fund	8,703,329.62	533,463.09	2,754,293.03	951,846.11	4,997,190.48	57

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
080 Local Revenue	1,791,900.55	537,212.41	817,674.61	0.00	974,225.94	54
020 Uninc Emergency Services Protection Srf	1,791,900.55	537,212.41	817,674.61	0.00	974,225.94	54

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
107 Ems & Fire Services	1,591,900.55	15,443.47	432,910.01	15,040.00	1,143,950.54	72
199 Emerg. Serv. Volunteers	200,000.00	161,212.45	161,616.14	41,087.50	-2,703.64	-1
020 Uninc Emergency Services Protection Srf	1,791,900.55	176,655.92	594,526.15	56,127.50	1,141,246.90	64

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,964,034.00	963,214.62	1,347,072.72	0.00	616,961.28	31
090 Other Financing Sources	0.00	0.00	1,647,491.00	0.00	-1,647,491.00	0
090 County Debt Service Fund	1,964,034.00	963,214.62	2,994,563.72	0.00	-1,030,529.72	-52

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
854 2020 Go Refunding Bond	855,658.00	0.00	47,829.00	0.00	807,829.00	94
858 2016B Go Bond	398,669.00	0.00	9,834.50	0.00	388,834.50	98
862 2014 SsrB Refunding Bond	322,528.00	0.00	0.00	0.00	322,528.00	100
893 2019 Go Bond Keowee Fire	58,378.00	0.00	0.00	0.00	58,378.00	100
896 2013 Go Bond -Echo Hills	225,380.00	0.00	17,410.00	0.00	207,970.00	92
920 2022 Go Bond-Kftd	103,381.00	0.00	21,395.00	0.00	81,986.00	79
090 County Debt Service Fund	1,963,994.00	0.00	96,468.50	0.00	1,867,525.50	95

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	123,336.00	4,438.44	36,902.16	0.00	86,433.84	70
210 Sheriff'S Victims Assistance Srf	123,336.00	4,438.44	36,902.16	0.00	86,433.84	70

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
114 Sheriff'S Victims Assist.	123,336.00	18,537.45	71,568.42	0.00	51,767.58	42
210 Sheriff'S Victims Assistance Srf	123,336.00	18,537.45	71,568.42	0.00	51,767.58	42

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	32,532.00	0.00	11,040.75	0.00	21,491.25	66
090 Other Financing Sources	45,000.00	0.00	0.00	0.00	45,000.00	100
215 Solicitor'S Victims Assistance Srf	77,532.00	0.00	11,040.75	0.00	66,491.25	86

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
512 Solicitor'S Victims Asst	77,532.00	8,283.54	34,657.32	0.00	42,874.68	55
215 Solicitor'S Victims Assistance Srf	77,532.00	8,283.54	34,657.32	0.00	42,874.68	55

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
080 Local Revenue	861,879.06	8,974.46	38,144.83	0.00	823,734.23	96
081 State Revenue	270,000.00	0.00	68,221.76	0.00	201,778.24	75
225 911 Communications Spec. Rev. Fund	1,131,879.06	8,974.46	106,366.59	0.00	1,025,512.47	91

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
104 Communications	1,131,879.06	4,891.26	490,505.60	169,134.49	472,238.97	42
225 911 Communications Spec. Rev. Fund	1,131,879.06	4,891.26	490,505.60	169,134.49	472,238.97	42

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,626,600.00	639,834.71	968,171.54	0.00	658,428.46	40
250 Tri-County Technical College Srf	1,626,600.00	639,834.71	968,171.54	0.00	658,428.46	40

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
876 Tri-County Tech Operation	1,626,600.00	160,282.79	351,627.02	0.00	1,274,972.98	78
250 Tri-County Technical College Srf	1,626,600.00	160,282.79	351,627.02	0.00	1,274,972.98	78

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	5,052,418.28	588,885.71	872,036.39	0.00	4,180,381.89	83
081 State Revenue	0.00	0.00	1,026,966.00	0.00	-1,026,966.00	0
082 Federal Revenue	220,000.00	0.00	0.00	0.00	220,000.00	100
260 Road Maintenance Tax Srf	5,272,418.28	588,885.71	1,899,002.39	0.00	3,373,415.89	64

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	5,272,418.28	43,986.19	218,985.71	33,551.50	5,019,881.07	95
260 Road Maintenance Tax Srf	5,272,418.28	43,986.19	218,985.71	33,551.50	5,019,881.07	95

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 275 Community Health & Human Services Srf						
080 Local Revenue	4,402,000.00	1,471,661.10	2,041,907.19	0.00	2,360,092.81	54
275 Community Health & Human Services Srf	4,402,000.00	1,471,661.10	2,041,907.19	0.00	2,360,092.81	54

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 275 Community Health & Human Services Srf						
705 Direct Aid	4,402,000.00	502,625.00	1,635,575.46	0.00	2,766,424.54	63
275 Community Health & Human Services Srf	4,402,000.00	502,625.00	1,635,575.46	0.00	2,766,424.54	63

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
080 Local Revenue	3,373,447.32	1,519,248.54	2,259,956.25	0.00	1,113,491.07	33
081 State Revenue	2,500,000.00	0.00	0.00	0.00	2,500,000.00	100
315 Economic Development Cap. Proj. Fund	5,873,447.32	1,519,248.54	2,259,956.25	0.00	3,613,491.07	62

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
707 Economic Development	5,873,447.32	578,835.20	1,088,856.62	114,785.04	4,669,805.66	80
315 Economic Development Cap. Proj. Fund	5,873,447.32	578,835.20	1,088,856.62	114,785.04	4,669,805.66	80

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	650,227.91	279,670.32	414,529.61	0.00	235,698.30	36
320 Bridges And Culverts Cap. Proj. Fund	650,227.91	279,670.32	414,529.61	0.00	235,698.30	36

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
601 Road Department	650,227.91	0.00	40,568.98	30,227.91	579,431.02	89
320 Bridges And Culverts Cap. Proj. Fund	650,227.91	0.00	40,568.98	30,227.91	579,431.02	89

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
080 Local Revenue	1,786,223.08	488,509.52	730,425.63	0.00	1,055,797.45	59
090 Other Financing Sources	125,000.00	0.00	31,392.91	0.00	93,607.09	75
325 Capital Equipment & Vehicle Cpf	1,911,223.08	488,509.52	761,818.54	0.00	1,149,404.54	60

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	384,922.00	129,315.00	384,922.00	0.00	0.00	0
206 Library	48,506.16	0.00	48,006.16	500.00	0.00	0
601 Road Department	311,716.92	0.00	65,228.00	246,488.92	0.00	0
717 Administrator'S Office	1,166,078.00	0.00	0.00	0.00	1,166,078.00	100
325 Capital Equipment & Vehicle Cpf	1,911,223.08	129,315.00	498,156.16	246,988.92	1,166,078.00	61

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2023

FY 2023-2024

Current Period End Date: 12/31/2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
080 Local Revenue	1,055,675.35	214,482.57	331,470.65	0.00	724,204.70	69
330 Parks, Recreation & Tourism Cpf	1,055,675.35	214,482.57	331,470.65	0.00	724,204.70	69

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	686,250.00	6,320.00	9,124.66	67,515.34	609,610.00	89
203 High Falls Park	17,467.00	0.00	12,950.05	37,725.00	-33,208.05	-190
204 South Cove Park	3,997.50	31,943.27	56,164.75	76,071.32	-128,238.57	-3,208
205 Chau Ram Park	0.00	0.00	31,486.56	0.00	-31,486.56	0
214 Seneca Creek	347,960.85	0.00	20,842.80	26,640.39	300,477.66	86
330 Parks, Recreation & Tourism Cpf	1,055,675.35	38,263.27	130,568.82	207,952.05	717,154.48	68

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 335 Fire/Emergency Services Capital Projects						
080 Local Revenue	1,240,000.00	414,547.64	577,678.82	0.00	662,321.18	53
335 Fire/Emergency Services Capital Projects	1,240,000.00	414,547.64	577,678.82	0.00	662,321.18	53

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 335 Fire/Emergency Services Capital Projects						
107 Ems & Fire Services	1,240,000.00	105,395.60	313,387.60	41,269.43	885,342.97	71
335 Fire/Emergency Services Capital Projects	1,240,000.00	105,395.60	313,387.60	41,269.43	885,342.97	71

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 340 Capital Request Fund						
080 Local Revenue	1,240,000.00	414,464.77	575,068.23	0.00	664,931.77	54
090 Other Financing Sources	500,000.00	0.00	0.00	0.00	500,000.00	100
340 Capital Request Fund	1,740,000.00	414,464.77	575,068.23	0.00	1,164,931.77	67

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 12/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 340 Capital Request Fund						
104 Communications	165,000.00	0.00	0.00	6,984.55	158,015.45	96
106 Law Enforcement Center	170,000.00	0.00	0.00	0.00	170,000.00	100
714 Facilities Maintenance	20,000.00	0.00	0.00	12,862.04	7,137.96	36
717 Administrator'S Office	642,187.00	0.00	0.00	0.00	642,187.00	100
718 Solid Waste Department	705,563.00	0.00	0.00	501,016.89	204,546.11	29
720 Airport	17,250.00	0.00	0.00	0.00	17,250.00	100
721 Vehicle Maintenance	20,000.00	0.00	0.00	19,621.66	378.34	2
340 Capital Request Fund	1,740,000.00	0.00	0.00	540,485.14	1,199,514.86	69



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

January 16 ~ 6:00 p.m.

ORDINANCE 2023-21 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

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

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

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2023-21
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