

Public Comment SIGN IN SHEET March 17, 2015 ~~~ 6:00 PM

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, council's number one princity is to countied business for the citizens of this county. All chieves whit wish to address Council and all Boards and Councilsian appointed by Council should do so in an appropriate manner.

Oconee County Council

Tuesday, March 17, 2015

Comments by John Dalen

The Building Blocks of Tyranny

It starts out innocent enough. Who could argue? The government wants to help you. We will create jobs for the people. We will protect the environment through sustainable development. We must use force to get people to accept our vision. We can create a utopia for the people, if only they will surrender their property rights. You can trust us. We're the government. We are only acting in your best interest. And, we have a consensus. Who can argue?

I, for one, wish to disagree. The more government tries to help, the more I have to pay, and the less freedom we all have at the end of the day.

Zoning, property taxes, public /private partnerships, and other such devices that separate people from their rightful property, have no place in a free America. They are the building blocks of Tyranny. Little by little the blocks are added to the wall. The wall will eventually become our prison. Most cannot see the wall they are building. After all, we have only laid these few blocks. Others will come later to add additional blocks. We are not responsible for those, are we?

Are we? Yes, we are. Because, we could have taken down these blocks. We could have torn down the wall. Instead, we chose to believe the lies. The vision we have been sold is a false vision. It will not lead to utopia. It will lead to slavery. And tyranny.

You are being bribed with "free money" grants to help you along in building this wall. Need I remind you that there is no free lunch? Somebody is paying for that "free money" and it is us, the taxpayers. Along with that "free money" comes strings, or stipulations in how the money can be used. These strings are tied to

motives and "agendas" that are not in the best interest of the people you serve. Then again, that depends on who it is that you are actually serving, doesn't it?

Statesmen govern for the good of the people. They do not take actions that they see as harmful to the peace and prosperity of the people, even when it is perceived that the "majority" wishes them to. They often resist the pressures of the rich and powerful interests that are always at the foot of government, trying to use their money and influence to "buy" government that serves them.

I am asking you tonight to be Statesmen. Good stewards of the government that we have entrusted to you. Resist the temptations offered to you to promote the interests of a few. See through the lies and visions of utopia. Tear down the wall that was started before you became council members and govern for freedom. Allow the people to decide how to use the fruits of their labor. America was founded on the principle that free men will create the most prosperity for the nation. And this principle of freedom has proven to be true. America has become a nation of the most free and prosperous people on earth. You can choose to continue this great experiment of freedom tonight, or you can continue to build the wall of tyranny.

Please, consider this. And govern wisely.

Thank You.

John Dalen.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE DOCLAMATION D2015 02

PROCLAMATION P2015-03

A PROCLAMATION HONORING MS. JENNIFER ENGLISH MOSS UPON RECEIVING THE 2015 HOSPITALITY EMPLOYEE OF THE YEAR AWARD

WHEREAS, the annual Hospitality Employee of the Year award program was developed in order to identify front-line staff that are exceptional and do an outstanding job in the performance of their duties, and

WHEREAS, these employees must have worked for at least a year with your organization and must work directly with visitors to our area on a regular basis, and

WHEREAS, the statewide award program is coordinated and cosponsored by the South Carolina Association of Tourism Regions (SCATR), the South Carolina Travel and Tourism Coalition, and the South Carolina Department of Parks, Recreation & Tourism (SCPRT), and

WHEREAS, the award program starts on the Regional level through each of the eleven (11) State tourism regions. Winners from each region are then submitted as applicants for the Statewide award, and

WHEREAS, the 2015 Hospitality Employee of the Year Award was awarded to Ms. Jennifer English Moss, Assistant Curator and Education Specialist at the Oconee Heritage Center in Walhalla at the 50th South Carolina Governor's Conference on Tourism and Travel February 11, 2015 in Myrtle Beach, South Carolina.

Ms. Moss was recognized for her commitment to sharing the story of Oconee with visitors at the center and her high standards of professionalism in serving as a reliable team player in a small-staff operation. In addition to greeting and orienting center visitors, Ms. Moss develops and delivers public programming. Lastly, she provides professional support to the center's lead curator during exhibit creation and collection management.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, by Oconee County Council in meeting duly assembled, that Oconee County Council wishes to acknowledge and congratulate MS. JENNIFER ENGLISH MOSS upon receiving the 2015 HOSPITALITY EMPLOYEE OF THE YEAR.

APPROVED AND ADOPTED this 17th day of March, 2015.

Wayne McCall
Chairman of County Council
ATTEST
Elizabeth G. Hulse, Clerk to Council
Oconee County, South Carolina
• ,

Mission Statements

It is the mission of Oconee County to provide our current and future citizens and visitors quality services and to protect our communities, heritage and environment by managing growth and change through smart, inclusive planning.

Why change the last sentence?

Mission statements should define What and For Whom...

What do we do? For whom do we do it?

It is the mission of Oconee County to provide our current and future citizens and visitors quality services and to protect our communities, heritage and environment by managing growth and change through smart, inclusive planning.

Niagara Falls, National Heritage Area



...seek to make interpretive, environmental, economic and social improvements that benefits residents and visitors alike

Henderson County, NC

Our mission is to lead our community... provide efficient, innovative and quality public services... and to balance the preservation and utilization of all our resources.



Louden County, VA

Our mission is to conscientiously serve our community and our citizens in a dynamic world...







Manatee County Government's mission is to provide efficient, effective, responsive government that is always mindful of our sensitive natural environment while achieving the Commission's vision for the County: a premier place in which to live and work and play.

It is the mission of Oconee County to provide our current and future citizens and visitors quality services while protecting our communities, heritage, environment and natural resources, in an ever-changing world.



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING DATE: March 17, 2015 6:00 p.m.

Ordinance 2015-09 "AN ORDINANCE AMENDING SECTION 12-34 OF ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING NOISE REGULATIONS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO"

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

Receyone speaking before Council will be required to the soring civil manner.

Council will not tolerate present attacks on individual (anneal numbers, training stall or any person or group. Racial stars will not be permitted. Council's number one principy is to conduct business for the entrens of this county. All citizens who wish to address Council and all Business and Commission appointed by Council should do so in an appropriate manner.

Public comment during a bubble bearing as not limited to from institutes per person.

Sign up sheets will be evailable thirty manufes prior to the keering for those enterested in addressing Council.

Wristen comments may be submitted at any time prior to the hearing for inclusion in the official record of the mosting. Please submit written comments to the Clerk to Council, 415 South Place Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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News.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ORDINANCE 2015-09

AN ORDINANCE AMENDING SECTION 12-34 OF ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING NOISE REGULATIONS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(16.2) of the South Carolina Code, 1976, as amended, among other sources, to establish noise regulations in the unincorporated areas of the County; and,

WHEREAS, Article II of Chapter 12 of the Code of Ordinances contains terms, provisions and procedures applicable to noise regulations in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Article II of Chapter 12 of the Code of Ordinances to revise the County's noise regulations, and, specifically, but without limitation, to clarify the application and scope of the exceptions to such regulations in order to take into account the evolving needs of industrial development and operation, including the rapid technological and operational advances that allow companies to design and build facilities and their related operations that ensure increased operational efficiencies, and to ensure that the County maintains its competitive edge when recruiting new industry and when working with existing industry; and

WHEREAS, County Council has therefore determined to modify Article II of Chapter 12 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. Section 12-34 of Article II of Chapter 12 of the Code of Ordinances, entitled *Exceptions*, is hereby revised, rewritten, and amended to read as set forth in Attachment A,

which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

- 2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
- 3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior acts, actions, or decisions of the County or County Council, in any regard.
- 5. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.
- 6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this 17th day of March, 2015.

ATTEST:

Elizabeth Hulse,	Wayne McCall,
Clerk to Oconee County Council	Chairman, Oconee County Council

First Reading:

February 24, 2015

Second Reading:

March 3, 2015

Third Reading:

March 17, 2015

Public Hearing:

March 17, 2015

Attachment A

Sec. 12-34. - Exceptions.

(a)

This article does not apply to noise emanating from industrial, warehouse, distribution and manufacturing activities and facilities and operations related thereto, governmental activities, airports and aircraft, railways, emergency signal devices, firearms discharges as a result of lawful game hunting, agricultural activities, parades, carnivals, school band practice or performances, and school or government sponsored athletic events.

(b)

Additionally, this article does not apply to noise between the hours of 7:00 a.m. and 10:00 p.m. which emanates from lawn and yard maintenance activities, tree harvesting or clearing, or explosives for construction and land clearing.

(c)

Additionally, this article does not apply to any racing automobile equipped with and using a certified automotive racing muffler system, or to any automobile racing facility, at which all participating automobiles are using such a certified automotive racing muffler system, all between the hours of 10:00 a.m. and 11:30 p.m. local time, Monday through Saturday only.

(d)

Additionally, this article does not apply to trucking and railroad operations related to or arising out of industrial, warehouse, distribution or manufacturing activities and facilities, which are lawfully established and operated in the County, in the normal course of business of such activities and facilities, regardless of whether the trucks and rail operations are owned or operated by the industrial, warehouse, distribution or manufacturing entities, activities, and facilities, or by independent third party trucking or rail firms serving such entities, activities and facilities, as long as such trucking and rail operations are otherwise conducted in accordance with the laws and regulations of the State of South Carolina and the federal government.

(e)

Any lawful business operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article shall have six months from the date of the ordinance from which this article derives to come into compliance with this article.

(f)

Any lawful business or activity operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article will nevertheless be considered to be in compliance with this article if such lawful business or activity has existed or occurred on or at its present location and made noise that is not in compliance with this article prior to the complaining party moving to an area that is affected by the noise. This exception shall not apply to the nuisance described in section 12-33(10), which has its own exception, herein.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE ORDINANCE 2015-12

AN ORDINANCE TO REVISE AND AMEND SECTION 34-1 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY DELETING AND RESCINDING THE SECTION IN ITS ENTIRETY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, in accordance with subsection 4-9-30(6), of the Code of Laws of South Carolina, 1976, as amended, Oconee County Council ("County Council") is authorized to establish, regulate, modify, merge or abolish committees as may be necessary and proper; and,

WHEREAS, on January 4, 2005, Ordinance 2004-31 was adopted by County Council, which, *inter alia*, established the Oconee County Infrastructure Advisory Commission, said Ordinance 2004-31 being codified in the Oconee County Code of Ordinances in Chapter 34, Article I, Section 34-1, and entitled *Infrastructure Advisory Commission*; and

WHEREAS, Section 34-1 of the Oconee County Code of Ordinances was thereafter amended by Ordinance 2005-14 and Ordinance 2010-33; and

WHEREAS, on February 5, 2015, in a meeting duly assembled, the Infrastructure Advisory Commission determined that the established goals set by the County Council have been met and that many of the members of the Infrastructure Advisory Commission already participate in other related avenues to further accomplish related goals, making the Infrastructure Advisory Commission redundant and unnecessary; and,

WHEREAS, the Infrastructure Advisory Commission further unanimously voted to recommend to County Council that County Council abolish and disband the Infrastructure Advisory Commission; and,

WHEREAS, County Council recognizes and agrees with the recommendations made by the Infrastructure Advisory Commission; and

WHEREAS, the purpose of this Ordinance is to abolish and disband the Infrastructure Advisory Commission, to abrogate Section 34-1 of the Oconee County Code of Ordinances, and to remove Section 34-1 from the Oconee County Code of Ordinances.

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

1. Section 34-1 of Chapter 34 of the Oconee County Code of Ordinances, entitled *Infrastructure Advisory Commission*, is hereby abrogated and removed from the Oconee County Code of Ordinances and the Infrastructure Advisory Commission is hereby abolished and disbanded.

- 2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
- 3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, ex post facto, in any regard any actions, or decisions of the County, the Infrastructure Advisory Commission, or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.
- 4. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 34, not amended hereby, directly or by implication, shall remain in full force and effect.
- 5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this	_day of, 2015.
ATTEST:	
Elizabeth Hulse,	Wayne McCall,
Clerk to Oconee County Council	Chairman, Oconee County Council

First Reading: Mar

March 3, 2015 [title only]

Second Reading:

March 17, 2015

Third Reading: Public Hearing:

STATE OF SOUTH CAROLINA OCONEE COUNTY RESOLUTION R2015-05

A RESOLUTION TO APPROVE LAW ENFORCEMENT ASSISTANCE AND SUPPORT AGREEMENT BETWEEN OCONEE COUNTY SHERIFF'S OFFICE AND DARLINGTON COUNTY SHERIFF'S OFFICE

WHEREAS, a recent South Carolina Supreme Court decision found that for a Sheriff's Office approved Law Enforcement Assistance and Support Agreement to be valid, it would have to be approved by the County Council; and

WHEREAS, the Oconee County Sheriff's office has entered into a Law Enforcement Assistance and Support Agreement with Darlington County Sheriff's Office [Exhibit A]; and

WHEREAS, staff recommends that Council approve and ratify the Law Enforcement Assistance and Support Agreement with Darlington County Sheriff's office.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by Oconee County Council in meeting duly assembled, approves the Law Enforcement Assistance and Support Agreement between the Oconee County Sheriff's Office and the Darlington County Sheriff's Office [attached as Exhibit A and included herein by reference].

Done in meeting duly assembled this 17th day of March 2015.

R2015-05

	OCONEE COUNTY, SOUTH CAROLINA
	_
	By:
	Wayne McCall, Chairman of County Council Oconee County, South Carolina
ATTEST:	
Зу:	
Elizabeth G. Hulse, Clerk	to County Council
Oconee County, South Ca	•

STATE OF SOUTH CAROLINA)	
)	LAW ENFORCEMENT
)	ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF DARLINGTON)	

This agreement is made and entered into this 16th day of February, 2015, by and between the **DARLINGTON COUNTY SHERIFF'S OFFICE**, 1621 Harry Byrd Highway, Darlington, SC 29532 and the **OCONEE COUNTY SHERIFF'S OFFICE**, 300 South Church Street, Walhalla, SC 29691.

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the proper and prudent exercise of public safety functions, which include traditional public safety activities which are performed over a specified time;

WHEREAS, the DARLINGTON COUNTY SHERIFF'S OFFICE desires to enter into such an agreement with the OCONEE COUNTY SHERIFF'S OFFICE for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The temporary transfer of law enforcement officers may be requested in response to any law enforcement related need, including, but not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests:
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Criminal Investigations; or
- K. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITRY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the Sheriff of Darlington County, or his/her designee, or the, Sheriff of Oconee County or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by the Sheriff of Darlington County, or his/her designee, or the Sheriff of Oconee County, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall

exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed. The responding law enforcement officers shall exert their best efforts to cooperate with, and aid the requesting law enforcement agency.

D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

6. RADIO COMMUNICATION

Radio communication between the requesting law enforcement agency and the assisting law enforcement officer shall be maintained by the use of the State Regional Radio Channel System unless a radio channel that is mutually shared by the parties to this Agreement is otherwise available.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. The responding officers' salary and benefits shall continue to be paid by the agency where they are permanently employed. The responding agency may request, in writing, reimbursement from the requesting agency for the expenses and services, other than salary and benefits, incurred by the responding agency for these transferred officers.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. NARCOTICS AGREEMENTS

This agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of narcotics investigators. Nor does this agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning an ongoing criminal investigation.

11. MODIFICATION OR AMENDMENT

This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

13. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended or modified only by written agreement of both parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

15. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

16. TERMINATION

This agreement shall be terminated at any time upon written notice to the other party to this agreement.

17. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

18. RECORDS TO BE MAINTAINED

Any and all records of law enforcement activities conducted pursuant to this

agreement shall be the property of and maintained by the requesting agency, including any incident reports, citations, photographs or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes the responding agency from making or maintaining a copy of any such records referenced above.

19. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of it's own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

DARLINGTON COUNTY SHERIFF'S OFFICE WITNESSES

J. Wayne Byrd, Sheriff

Darlington County Sheriff's Office

OCONEE COUNTY SHERIFF'S OFFICE

Mike Crenshaw, Sheriff

Oconee County Sheriff's Office

XX/:4-nooc

Witness

STATE OF SOUTH CAROLINA OCONEE COUNTY RESOLUTION R2015-06

A RESOLUTION TO APPROVE LAW ENFORCEMENT ASSISTANCE AND SUPPORT AGREEMENT BETWEEN OCONEE COUNTY SHERIFF'S OFFICE AND FLORENCE COUNTY SHERIFF'S OFFICE

WHEREAS, a recent South Carolina Supreme Court decision found that for a Sheriff's Office approved Law Enforcement Assistance and Support Agreement to be valid, it would have to be approved by the County Council; and

WHEREAS, the Oconee County Sheriff's office has entered into a Law Enforcement Assistance and Support Agreement with Florence County Sheriff's Office [Exhibit A]; and

WHEREAS, staff recommends that Council approve and ratify the Law Enforcement Assistance and Support Agreement with Florence County Sheriff's office.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by Oconee County Council in meeting duly assembled, approves the Law Enforcement Assistance and Support Agreement between the Oconee County Sheriff's Office and the Florence County Sheriff's Office [attached as Exhibit A and included herein by reference].

Done in meeting duly assembled this 17th day of March 2015.

	OCONEE COUNTY, SOUTH CAROLINA	
	By:	
ATTEST:		
By:Elizabeth G. Hulse, Clerk	to County Council	
Oconee County, South Co	arolina	
R2015-06		

STATE OF SOUTH CAROLINA)	
)	LAW ENFORCEMENT
)	ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF FLORENCE)	

This agreement is made and entered into this 16th day of February, 2015, by and between the **FLORENCE COUNTY SHERIFF'S OFFICE**, 6719 Friendfield Road, Effingham, SC 29541 and the **OCONEE COUNTY SHERIFF'S OFFICE**, 300 South Church Street, Walhalla, SC 29691.

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the proper and prudent exercise of public safety functions, which include traditional public safety activities which are performed over a specified time;

WHEREAS, the FLORENCE COUNTY SHERIFF'S OFFICE desires to enter into such an agreement with the OCONEE COUNTY SHERIFF'S OFFICE for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any law enforcement related need, including, but not limited to:

- A. Emergency Situations;
- B. Civil Disorders:
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests:
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Criminal Investigations; or
- K. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITRY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the Sheriff of Florence County, or his/her designee, or the, Sheriff of Oconee County or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by the Sheriff of Florence County, or his/her designee, or the Sheriff of Oconee County, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall

exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed. The responding law enforcement officers shall exert their best efforts to cooperate with, and aid the requesting law enforcement agency.

D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

6. RADIO COMMUNICATION

Radio communication between the requesting law enforcement agency and the assisting law enforcement officer shall be maintained by the use of the State Regional Radio Channel System unless a radio channel that is mutually shared by the parties to this Agreement is otherwise available.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. The responding officers' salary and benefits shall continue to be paid by the agency where they are permanently employed. The responding agency may request, in writing, reimbursement from the requesting agency for the expenses and services, other than salary and benefits, incurred by the responding agency for these transferred officers.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. NARCOTICS AGREEMENTS

This agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of narcotics investigators. Nor does this agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning an ongoing criminal investigation.

11. MODIFICATION OR AMENDMENT

This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

13. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended or modified only by written agreement of both parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

15. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

16. TERMINATION

This agreement shall be terminated at any time upon written notice to the other party to this agreement.

17. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

18. RECORDS TO BE MAINTAINED

Any and all records of law enforcement activities conducted pursuant to this

agreement shall be the property of and maintained by the requesting agency, including any incident reports, citations, photographs or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes the responding agency from making or maintaining a copy of any such records referenced above.

19. **USE OF EQUIPMENT AND FACILITIES**

Each party shall be responsible for the maintenance of it's own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff Florence County Sheriff's Office

OCONEE COUNTY SHERIFF'S OFFICE

Mike Crenshaw, Sheriff

Oconee County Sheriff's Office

WITNESSES

M. Uma

AGENDA ITEM SUMMARY OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 17, 2015 COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Local ATAX Grants / Spring, 2015 Cycle / \$37,686
BACKGROUND OR HISTORY:
A portion of Local and State 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 ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.
SPECIAL CONSIDERATIONS OR CONCERNS:
COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS: Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website] If no, explain briefly: NO-ATAX grants
FINANCIAL IMPACT:
Beginning Local ATAX balance \$188,529 If all grants/projects approved/new balance will be: \$150,843 COMPLETE THIS PORTION FOR ALL GRANT REQUESTS: Are Matching Funds Available: Yes
If yes, who is matching and how much: Varies by grant!
ATTACHMENTS
Spreadsheet approved by PRT Commission on 3/5/15.
STAFF RECOMMENDATION:
Approval of ATAX grant request per the attached spreadsheet.
Reviewed By/ Initials:
County AttorneyFinance Grants Procurement
Submitted or Prepared By: Approved for Submittal to Council:
Phil Shirley, PRT Director Department Head/Elected Official Scott Moulder, 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.

Mar-15

Local ATAX Grants	Funds		Amount Eligible for	PRT Commission	State or Local
Applicant	Request	Project Description	ATAX	Recommendation	
Oconee Forever	<u>\$1,000</u>	Advertising-Rack Cards	\$1,000.00		Local
Lunney Museum	\$1,500	Advertising-Carolina Living	\$1,440.00	\$500	Local
Walhalla Civic Auditorium	\$43,757	New Sound/Lighting Equipment	\$16,190.13	\$10,000	Local
City of Seneca-SenecaFest	\$12,770	Advertising-TV and Radio	\$12,770.00	\$10,000	Local
South Carolina Apple Festival	\$4,000	Advertising-TV and Magazine	\$4,000.00	\$3,500	Local
Collin's Children's Home	\$6,000	Advertising-TV and Billboard	\$1,020.00	\$500	Local
Oconee Heritage Center	\$1,124	Advertising-Brochures/Rack Cards	\$1,124.00	\$1,000	Local
City of Seneca-Strickland Museum	\$3,863	Advertise-SC Traveler Magazine/On-line	\$3,708.00	\$3,000	Local
Walhalla Chamber-MayFest	\$1,877	Advertise-SC Traveler Magazine/On-line	\$936.00	\$936	Local
TOTAL	\$75,890		\$42,188	\$29,936	
Internal Projects-Oconee PRT Fishing Pier upgrades-South Cove Chau Ram Park-Horseshoe Bridge	\$3,750	New Boards/handrails/walkway	\$3,750	\$3,750	
Entrance construction	\$4,000	Construct new entrance-disc golf course	\$4,000	4000	
		TOTAL RECOMMENDED	<u>)</u>	\$37,686	

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE

CANDIDATE LISTING

	DХ	ATLARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date	
Faiola, John A.	1		3	30			1000	NEO W	×	July	2014
Lockhart Raymond	14	V		- 3		×	×		×	July	2014
Marcengill, Richard	2	Yes				/X	×			December	2014
Blair, Gene	5	Yes		80		38	×		9 X 6	August	2014
Jimenez, Jennie	5			7			×	×	×	December	2013
Waiker, William	5.	ing!	10				×			July	2014

reas of Interest [please check one or more]	Board/Commissions Applicable to Interests
Acronautics	Acronautics Commission
Public Safety. Health & Welfare	Anderson-Deonee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Beant of Zoning Appeals
Planning Activities	Appalacinan Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisors Committee Cousers ation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Ulbrary Boant
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee

	code				1	()	Edda Cammick	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter	MEN I	
Pageds 8	Boards & State / Oc - Termithus Commissions 2 Page Committee C	r Term	Meeting Date to	2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2019-2014	2013-2016			
		4 Yea		District I	District II	District III	Bistriot IV	Districti V	At Large	At Large			
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan ⊦ March	Randy Renz [2]	Devic Bryant [1]	Edward Perry [2]	Dan Schmeidt (2)	Ronald Chiles [1]	A Brightwell	Michael Gray (<1)
Arts & Historical Commission	2-321	5-2	YES	2X	YES	Jan March	Bote Boreman [1]	Luther Lyle [2]	Mariam Nooral [1]	Barbara Waters (2)	H. Richardson (2)	Amber Lange [1]	Jean Dobson [2]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [<2]	Dick Hughes [2]	Berry Nichols [2]	Paul Reckert (2)
Building Codes Appeal Board		5-0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Karry Tollisen [2]		
Conservation Bank Board	2-381	Appoi by Cat	2.00	2X	YES	Jan - March	Shea Airey [2]	Andy Lee [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Glenn Buddin [1]
PRT Commission (members up for responsible) of the commission (members up for responsible)	6-4-25 2-381	Appoi by Ind	13.10.00.01	2X	YES	Jan - March	Brian Greer [2], Rosemany Bailes Becky Wise [2], Rick Lacey [2], [2], JoAnne Blake [2] Mike Wallace [2]				D Pollock [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Allen D. Böggs [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Baniel Day [2], Ettis Hughes [2], 8 Hetherington [1], William Caster [2], Maria Jaco H. McPheciers (1), A Champion [1), K. Holleman [3] [2], Marie McMahan [2]				- 1.00 CO - 1.1		
Planning Commission	6 29 310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	C.W. Richards	David Owensby	Bud Childress	Ryan Honea	Gwen McPhail	John Lyla
Behavioral Health Services Commission	2-291	9 - 7	YES	2X	3.yc	N/A	Steve Jenkins [1]. Harold Alley [1]. Louis Holleman [1], Wanda Long [1], Priscilla Taylo Joan Black [1], Jere DuBoils [1]. BHS contents Council wirecommonications when seats open				The state of the s		
Capital Project Advisory Committee	2-391	CC. PC. John, Z @ Lg	NO	3X	t-yk	January	Council Representative Wayne McCall, Planning Commission GMcPhair Randy Frankie [5] Infrastructure Advisory Representative Swinchester [1] Abbott [1] Pearson [1]						
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
Oconee Business Education Partnership	N/A	N/A	NO	B TOO D LT	Carlotte diese	January	Council Representative Appointed Annually						
Oconee Economic Albance	N/A	N/A	NO	NIA	Marie Spring Services	January	Council Representative Appointed Annually						
Ten At The Top [TATT]	Y			NO	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	January	Council Rep: CC CHAIR or designee [yearly]; 2 yr tenns Cibzen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board	100		1		1	N/A	Worklink contacts Council w/ recommendations when seats open						

^{[#] -} denotes term. [<2] denotes a member who has served one term and loss than one half of an additional form making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaire on file]

[Denotes Individual who DOES NOT WISH TO BE REAPPOINTED.

Bald Italics TEXT denotes people inelligible for reappointment - having served or will complete serving max it of terms at the end of their current term.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: OCC ITT Tour 3/27

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 03/18/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

Hal Welch General Manager

Subscribed and sworn to before me this 03/18/2015

Jennifer A. White Notary Public

State of South Carolina

My Commission Expires July 1, 2024

JENNIFER A WHITE NOTARY PUBLIC State of South Carolina My Commission Expires July 1, 2024

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W





7. Scott Moulder Administrator

Oronee County Administrative Offices 415 South Pine Street Walhale, St. 29691

Phone 864 719 1023 Fax: 864 775 1024

E-mail: bziukaskogoroceki zum

> Edda Cammick District I

Wayne McCall District II

> Paul Cam District III

Joel Jerith District IV

Reginald 7 Dester District V



PRESS	RELEASE
100000000000000000000000000000000000000	

A quorum of the members of the Oconee County Council will take a tour of ITT Control Technologies, 105 Commerce Way, Westminster, SC on Friday, March 27, 2615 at 2:00 p.m.

Beth Hulse

From:

Beth Hulse

Sent:

Tuesday, March 17, 2015 9:52 AM

To:

Beth Hulse; classadmgr@upstatetoday.com

Subject:

Two Legal: 4/28 budget present, 3/27 ITT Tour

Attachments:

031115 - CC Members Tour ITT.doc; 031715 - OC special 042815 - budget presents.doc

Please run at your earliest convenience.

Thanks.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices 415 South Pine Street

Walhalla, SC 29691 864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

Beth Hulse

From:

Beth Hulse

Sent:

Tuesday, March 17, 2015 9:53 AM

To:

Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News

(localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier

(westnews@bellsouth.net): WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7

(assignmentdesk@wspa.com); WYFF 4 News

Subject:

Council Meeting and Other Announcement

The County Council will hold a Special Meeting on Tuesday, April 28, 2015 in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, SC in order to receive FY 2015-2016 budget presentations from the Oconee County Administrator & the School District of Oconee County Superintendent.

A quorum of the members of the Oconee County Council will take a tour of ITT Control Technologies, 105 Commerce Way, Westminster, SC on Friday, March 27, 2015 at 2:00 p.m.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council





T: Scott Maulder Administrator

Oconee County
Application of the Street
Walhallo Sc. 2969 F

Phone: 364 718 1023 Fax: 864 718 1024

E-mail phuse Resonance son

> Paul Corboil Vice Chairman Distrect I

Wayne McCall District II

Anthe Barron District III

Joel Thrift District fy Chairman

Reginant T. Dexter District V



.....LEGAL AD.....

PLEASE ADVERTISE IN THE NEXT ISSUE OF YOUR NEWSPAPER

The Oconec County Council will hold a Public Hearing for Ordinance 2015-09 "AN ORDINANCE AMENDING SECTION 12-34 OF ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING NOISE REGULATIONS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO" on Tuesday, March 17, 2015 at 6:00 p.m. in Council Chambers, Oconec County Administrative Offices, 415, S. Pine Street, Walhalla, SC.

Beth Hulse

From:

Beth Hulse

Sent:

Wednesday, March 04, 2015 10:02 AM

To:

Beth Hulse; classadmgr@upstatetoday.com

Subject:

PH 2015-09 - 3/17/5

Attachments:

030405 - PH 2015-09 3-17-2015.doc

Please run at your earliest convenience.

Thanks.

Elizabeth G. Hulse, CCC

Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse

Sent: Wednesday, March 04, 2015 10:03 AM

To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News

(localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier

(westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7

(assignmentdesk@wspa.com); WYFF 4 News

Cc: Council District 1; Council District 2; Council District 3; Council District 4; Council District

5

Subject: Public Hearing: Ordinance 2015-09

The Oconee County Council will hold a Public Hearing for Ordinance 2015-09 "AN ORDINANCE AMENDING SECTION 12-34 OF ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING NOISE REGULATIONS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO" on Tuesday, March 17, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council
Oconee County Administrative Offices
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Walhalla, SC 29691
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bhulse@oconeesc.com
www.oconeesc.com/council

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: OCCPAC Meeting 3/26

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of <u>THE JOURNAL</u>, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on <u>03/05/2015</u> and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

Hal Welch General Manager

Subscribed and sworn to before me this 03/05/2015

Jennifer A. White Notary Public

State of South Carolina

My Commission Expires July 1, 2024

JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024

M HEAL ESTATE SALES

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BUSINESS PROPERTY

PRIBLISHER'S NOTICE
ALL real solate scheetising in this nawspaper is subject to Federal Har Housing Act of 1908 which makes it flegal to advertise 'any professing, initiations or discrimination' based on race, color, retigion sex, handcop familial status or national origin, or marrianation to make any such preference, limitation or discrimination.' This newspaper will not knowingly accept any adventising to real estate which is in violation of the law, Our readers are hereby informed that all dwellings advertises in this newspaper are available on an equal opportunity basis.

M TRANSPORTATION

MOTORCYCLES



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2008 SUZUKI BOULEVARD COST (SilverSWhile), 41,943 mi., orly \$5,900 Call New Horizons Motorcycles, LLC fodayi 864-873-8462



2006 YAMAHA YSTAR T100 Classic (Red), 10,424 mi., only St 2001 Call New Horsons Microsycies, LLC ASAPI 864-973-8462

TRANSPORTATION

WANTED TO BUY



ALL JUNK CARS We Pay \$200 - \$1200 for cars thacks, buses Same Day - Free Pickup Cash paid 864-844-3799 894-876-3001

AUTOS FOR SALE



04 HONDA ACCORD V6 Nov. 108K Miles • \$7,500 Pete's Auto 402 Oak \$1, • Seneca. 882-1467



02 CHEVY S-10 179K Miles - \$2,500 Pete's Auto 462 Osk St. - Serieca 862-1467



83 LINCOLN TOWN Car Storature Series 98,000 miles - 96,300 Pete's Auto 402 S, Osk St. - Seriesa 894,382-1967



05 LINCOLN • 84K Miles 1 Local Owner • 88,500 Pelle 8 Auto 402 Oak St. • Serreca 682-1407



IR LEGAL NOTICES

LEGALS

leaves the right to reject any or all bids, to wake any technical ties and whereasties, and to accept the bid destred to be in the next increast of the County.

INVITATION TO BID

Come Churty will except tooled lide for Printing and Marting of All Types Tax Mothes will April 7, 2015 at 2-00 pm, EST, at which time they will be audicily opened. These will not be a probled mothing but interested bidders, are extend to submit any questions, we except to submit any questions was except to submit any questions of a submit of the sub

Occine County reserves the right to reget any or all bids, is wave any transitionities and information, and to accept the bid deemed to be in the transport of the county or and the county of the cou

The Occrise County Capital Project Advisory Committee will live a Meeting on Thursday Warter 29 of 93-00 her in Council Chambers, Counce County Administrative Offices, 415-2. Pine Scoot, Walhule, SC.

The George Capity Courts wis hold a Papits Heading for Ordinance 3015-09 Ain GROINANCE AMENDING SECTION 12:34 OF ARTICLE IN OF CHAFTER 12 OF THE COONES COUNTY CODE OF ORDINANCES IN CERTAIN UNITED REGAPOS AND PARTICULARS ONLY REGARDING NOSE REGULATIONS OF THE COUNTY AND OTHERS MOTTERS RELATED THERETY and Tuesday March 17, 2015 at 6.00 pm. in Sound! Chambers Octobes, 415-2 S. Pine Steen Walfalls, Aflances of the Steen Walfalls, Aflances of the

ct. 22): Share your private group of people you Mingle with people brests. A relationship will iss your intentions. A ment can be made and

Nov. 21): Keep what's . Overrossing will lead . Put greater emphasis to to improve your settle for less when you ore.

at 22-Dec. 21): Keep I and promises to entrate on home d building stronger ties ou care about the most istment deal will help ind stabilize your future.

¿. 22-Jan. 19): Toke baby will mislead you intentionally of guilibility. Suck close test what means the most tant not to give too much coutsider.

20-Feb. 18): Go after your is, Make an effort to do the doing most. A chance to a trendy new way will also ash. Expanding your circle of is favored.

-March 20): Emotional field. Question a partnership ms being made aren't equal, uon and skills that will help r interests. Don't give in to as being used to get you to

Your Future Car Awaits

Find It In The Classifieds

... BECAUSE
SOMETIMES
YOUR DREAM
CAR HAS TWO
WHEELS AND
NO TRUNK.
FIND YOUR
NEXT BIKE IN

THE JOURNAL

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