Comments to Council by Bo Horne Regarding 2011-23 3/6/2012

Good evening. I'm Bo Horne.

Page 1 Beth

The McAlister family has lived here for over a century. They have no more desire to be surrounded by high-rises and hog farms than AQD. They just want to continue generations of family practice: Subdividing current parcels to give each child a place **to live.** Grandfathering doesn't allow this to continue, no single zoning class meets this **very common** need, and this alarms all rural areas.

We'll present an hour of facts in five minutes, rapidly showing only major points in summary form. You have the compelling details, we'll provide many more soon.

The family asked to be **removed** from this rezoning. We **insist** you do so tonight. There is no way **anyone** can know how the ZEO truly impacts them today. We'll use our information as widely as necessary if the McAlisters are not removed, or if the ZEO is not suspended tonight until fixed. Even the Planning Department and at least three Commissioners agree suspension and correction are needed. Failure to act tonite is **certain** to elevate zoning to become **the topic** for the **entire** year.

Page 2 Beth

It's amazing what FOIA requests can do. We plan to issue more.

We've obtained AQD's tax returns for 2006-2010. AQD has **never** had the level of support it claims, the returns prove it.

Page 3

Support dropped every year, even before the Great Recession. Total income dropped 81.4% over five years, to just $11,500 in 2010. We discovered **errors** in 09 and 10 returns. **Assets were misstated**. Professional fees dropped to $2000 during the two years AQD was given free access to the County Attorney **and County Staff**. Spending dropped while taxpayers footed the bills, all while their cash **increased every year**. We expect equal access, **tomorrow**.

Page 4

Emails **prove** persons who claim to be acting individually have actually lobbied as **officers** of AQD, and Council has **officially accepted** them as such.

Page 5

Emails **prove** the intent and actions of Councilmen and Administrator to provide those officers with favored **legal and staff** access at taxpayer expense.

Page 6

Emails **prove** the great disdain Council and AQD have for citizens opposing their views. Calling us **inmates** is only **one** example. Ordinance 12-06 illustrates how far you'll go to intimidate and silence **all opposition**.

Page 7

Emails and other references **prove** well-connected land owners **repeatedly** get less restrictive zoning than average citizens.

Page 8

The map shows **preferential** treatment in red and **discrimination** in black in just one area. We can **prove** more elsewhere.

Page 9

Emails show the pattern of favored working relationships between Councilmen and AQD officials. Investigations may find actual conspiracy.

Page 10

As Tom Markovich emphasized, glaring deficiencies exist in the ZEO. They make clear you don't know any more about what's in the ZEO than Nancy Pelosi knew about what's in ObamaCare.

> Gardening is prohibited except in Control Free and AgRes. An AgRes owner was told by zoning officers he can plant just a "few rows" of corn.
> Few regard bees as livestock, so apiculture is prohibited.
> Despite millions for economic development, truck stops are prohibited.
> We'll cite more soon.

Page 11

AQD has **never** had the support it claims. It counts total lots in member subdivisions, not actual supporters. Numerous lake owners didn't support them in the beginning, more dropped out when abusive tactics began.

Many HOAs joined AQD. Most covenants, especially in Crescent communities, prohibit such spending because it can **so easily** violate complex IRS regulations that void tax exemptions.

Owners complained, HOAs dropped out. WaterSide Crossing asked for and **received** a refund of its $1000 membership.

AQD has **never** deserved the access and support Council has provided them to the exclusion of far larger numbers of silent opponents. It didn't deserve to be allowed to write the ZEO, be awarded free legal access and staff usage denied others, or monopolize the zoning conversation for **six years.**

Page 12

Petitions work both ways. If SLED doesn't have all this information, they will soon. We'll deliver demands, signed by many citizens, for thorough investigation, full disclosure of findings, and full prosecution for offenses to **every jurisdiction and interest**.

Page 13

In closing,

You've had **six years** to work this out, so don't nitpick our comments. Attempts to portray **us** as the bad guys will boomerang. Minor errors may exist, but we've had only two weeks to research, analyze, and report issues, errors, and inconsistencies. But, our diligent review of just the first 20% of the ZEO caused the Planning Department to **correct every error** we found in data **now** being used for **improving** the ZEO.

They confirmed our interpretation of gardening and truck stops, yet feel Definitions and Intent **may** provide authority allowing gardening. But, Section 38-1.4 trumps this assumption. Don't say it can't happen. **A $5000 zoning fine was levied against an illegal garden in nearby Clarkston, GA.**

Remove the McAlisters and Ms. Davis. If you press forward despite what we've shown, TRD will somewhat mitigate the damage. If you insist on more restrictions, you must at **least** give AgRes to the McAlisters because Res creates **even more discrimination**.

Tonite, Jack and Jill Q. Public are showing **we** will monopolize the conversation going forward.

Suspend the ZEO tonite, and fix it. Otherwise, face a mountain of additional litigation and investigation.

Thank you.

Major issues for the McAlister family (not presented verbally due to time):

The McAlister family is located in the center of the specific area being zoned, and throughout nearby surrounding areas. All current family uses throughout the area are consistent with the character of the general rural area. Specific uses within the family change from time to time, but always remain within that character.

They may have had a usage three years ago, that will not be in existence when the zoning is imposed. Therefore, it will not be covered by Grandfathering if resumption of the use becomes necessary two years later. Having chickens is an example. They come and go.

The family needs the ability to subdivide into 1/2 acre parcels for their children, have chickens and gardens, and harvest timber. These are long-standing usages within the extended family in the area, but they do not necessarily exist today for each parcel being zoned.

No single zoning classification allows these family activities to continue. This need is very common among many long standing rural families throughout Oconee County.

I have provided the Clerk to Council with a copy of all comments and overheads for inclusion in tonite's public record.

Cane Creek Rezoning – Ordinance 2011-23

The McAlisters have previously requested removal from the Cane Creek rezoning.

The facts compel you to remove them and suspend zoning tonight until you fix the ZEO.

McAlister Parcel Numbers

177-00-02-012 Frank McAlister

177-00-02-016 Brian Neal

177-00-02-052 Bobby McAlister

177-00-02-177 Timothy Eugene McAlister

177-00-02-178 Tony Edward McAlister

177-00-02-179 James Robert McAlister, Jr.

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)

▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions)
All other organizations with gross receipts less than $200,000 and total assets less than $500,000 at the end of the year may use this form

▶ *The organization may have to use a copy of this return to satisfy state reporting requirements*

OMB No 1545-1150

2010

Open to Public Inspection

A For the 2010 calendar year, or tax year beginning , and ending

B Check if applicable
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Terminated
- [X] Amended return
- [ ] Application pending

C Name of organization: Advocates fror Quality Development, Inc

Number and street (or P O box, if mail is not delivered to street address): P O Box 802 | Room/suite

City or town: Seneca | state or country: SC | ZIP + 4: 29679

D Employer identification number: 20-4409262

E Telephone number: (864) 885-0308

F Group Exemption Number ▶

G Accounting Method [X] Cash [ ] Accrual Other (specify) ▶

H Check ▶ [X] if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF)

I Website: ▶ www keowe4quality com

J Tax-exempt status (check only one) — [ ] 501(c)(3) [X] 501(c) (4) ◀ (insert no) [ ] 4947(a)(1) or [ ] 527

K Check ▶ [ ] if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than $50,000
A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions) But if the organization chooses to file a return, be sure to file a complete return

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts If gross receipts are $200,000 or more, or if total assets (Part II, line 25, column (B) below) are $500,000 or more, file Form 990 instead of Form 990-EZ ▶ $ 11,531

Part I **Revenue, Expenses, and Changes in Net Assets or Fund Balances** (see the instructions for Part I)
Check if the organization used Schedule O to respond to any question in this Part I [X]

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	
	2	Program service revenue including government fees and contracts		2	
	3	Membership dues and assessments		3	10,770
	4	Investment income		4	761
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	0
	6	Gaming and fundraising events			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	0
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	0
	8	Other revenue (describe in Schedule O)		8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	11,531
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	
	13	Professional fees and other payments to independent contractors		13	2,112
	14	Occupancy, rent, utilities, and maintenance		14	
	15	Printing, publications, postage, and shipping		15	691
	16	Other expenses (describe in Schedule O)		16	4,293
	17	**Total expenses.** Add lines 10 through 16 ▶		17	7,096
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	4,435
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	52,254
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	
	21	Net assets or fund balances at end of year Combine lines 18 through 20 ▶		21	56,689

RECEIVED JUN 14 2011 OGDEN, UT IRS-OSC

SCANNED JUL 01 2011

For Paperwork Reduction Act Notice, see the separate instructions.
(HTA)

Form **990-EZ** (2010)

10 G5

AQD Tax Return Information

	2006	2007	2008	2009	2010
Total Income from Contributions	9,873	3,148	10,550	14,015	0
Total Income from Membership Dues and Assessments	52,092	36,526	16,400	0	10,770
Investment Income	0	0	548	851	761
Total Income from All Sources	61,965	39,674	27,498	14,866	11,531
Decline vs Prior Year		36.0%	30.7%	45.9%	22.4%
				Total Decline in Support	81.4%
Professional Fees (should incl legal)	25,003	22,484	5,605	0	2,112
Total Cash, Savings, and Investments	25,274	35,725	52,524	0	56,689
				*** 1	*** 1

*** 1: Amounts are as shown on Line 22 of the tax returns. Errors appear to exist in the year end amounts reported to the IRS for these years. The correct End of Year amounts for Line 22 appear to be $59,854 and $64,289 respectively.

Source: "Open to Public Inspection" per IRS Form 990-EZ

www.foundationcenter.org
Select "Find Funders" on the gold bar near the top.
Select "990 Finder" under the "Fact Finder" grouping.
Under "Organization Name", enter the word "Advocates" ONLY.
On the dropdown bar for "State", select "South Carolina".
Ignore Zip Code.
Enter year of the tax return needed, ie, 2006, 07, 08, 09, 10, etc.
Choose the proper entry, probably near the top of the list.

All email numbers on the next few pages refer to specific emails provided by Oconee County in response to the Jennings, McMahan, and Daily Journal FOIA request. These emails are not included in packages provided to Council. They are included in the electronic packages provided to the press, State and Federal regulatory agencies, and law enforcement agencies.

These emails prove persons who have claimed to be acting as individuals were actually lobbying as officers of AQD. Council also represented them as AQD Officers in emails related to their lobbying activities which Council sent to others.

Email 10:

> **Codner to Hulse and Holbrooks, May 2010: Asks them to send copies of an attached "review and analysis by AQD of the proposed changes to the ZEO" (attachment document was not provided with the documents from the FOIA request). Email was signed "Jim Codner, President, AQD"**

Email 13:

> **Corbeil to Moulder, September 2010: Corbeil introduces Jim Codner's email which he is forwarding to Scott Moulder with "Jim Codner, President of AQD"**

These emails prove the intent and actions by Council and the Administrator to provide AQD officials with favored access to the County Attorney and County Staff at taxpayer expense, and to the exclusion of opponents. Randy Simpson will testify that when he called Mr. Martin on another subject, he was clearly told the County Attorney cannot talk to private citizens unless instructed to do so by Council.

Email 9 & Email 9A

Smith to Gadsby, May 2010: Both emails use planning department staff as a middleman to contact commissioners and set up meetings. Is this an appropriate use of staff time at public expense to set up meetings for lobbying? They also are requesting the use of Planning Department work area for the meeting.

Email 10

Codner to Hulse and Holbrooks, May 2010: Uses Hulse and Holbrooks to distribute information to Council and Planning Commission.

Email 13

Corbeil to Moulder, September 2010: Corbeil forwards a question from Codner to Moulder saying that he is "trying to route all legal questions thru you to help manage that expense". This makes it clear that Corbeil wants Codner to have access to Martin (with Moulder as middleman, in order for the county to pay for the legal advice requested).

Email 16

Codner to Martin, October, 2010: He is asking for legal advice <u>directly</u> from Martin.

These emails confirm the great disdain Council and AQD have for citizens with opposing views.

Email 6

Corbeil to various members of Council, Planning Commission, AQD, staff, and citizens, April, 2010: By stating that he needs "reasonable people with different viewpoints to leave baggage at the door", he is implying that the McMahans and Jennings are not behaving reasonably (primarily because they disagree with his viewpoint).

Email 12

Corbeil to various members of Council, Planning Commission, staff, and Martin, August 2010: This is the infamous "inmates" email. He also shows particular dislike and contempt for Tommy Abbott and Howard Moore. He makes it clear that he wants to discuss "compromise" with the McMahans, Jennings and Codner; but it is also clear that he has decided that the "compromise" will be AgRes before the meeting takes place.

Email 24

Codner to various members of Council, Planning Commission, staff, and AQD, January, 2011: He cites "a NASCAR museum" as not appropriate. This sounds like denigration of NASCAR fans as the red-neck hicks he and others seem to feel aren't worthy to inhabit this beautiful area. Also, in discussing Forestry, he seems convinced that anyone doing it would have "clear cut waste land left for years after harvesting". Obviously, he doesn't understand the economics of silviculture.

Email 25

Corbeil to Mrs. Davis, Council and Moulder, January 2011: He says that reasonable, intelligent people can agree to common rules, which clearly implies that she and Mrs. Powell are neither reasonable nor intelligent. He includes an email to the McMahans and Mrs. Jennings which he states was written immediately after 2nd reading of 2010-16. In it, he makes it clear that AgRes will be used for their petition, even though the public hearing has not been held.

These emails prove intentional, orchestrated efforts by Council that repeatedly provide well-connected land owners with less restrictive zoning. Ordinary citizens often get "shafted" thru discriminatory and far more restrictive zoning classes. The following map shows where the favoritism and discrimination occurred. We can also prove it occurred in other areas.

Email 16

Corbeil to Martin, October 2010: Corbeil discusses a request from a member of a well-connected family which owns much property. Corbeil asked the property owner if the County could have until year-end to come up with a plan for the request (TRD). The owner told Corbeil he would be happy with April 15 if they "deliver a good, fair plan." Corbeil's micro-management resulted in giving him what he requested, TRD.

Email 24

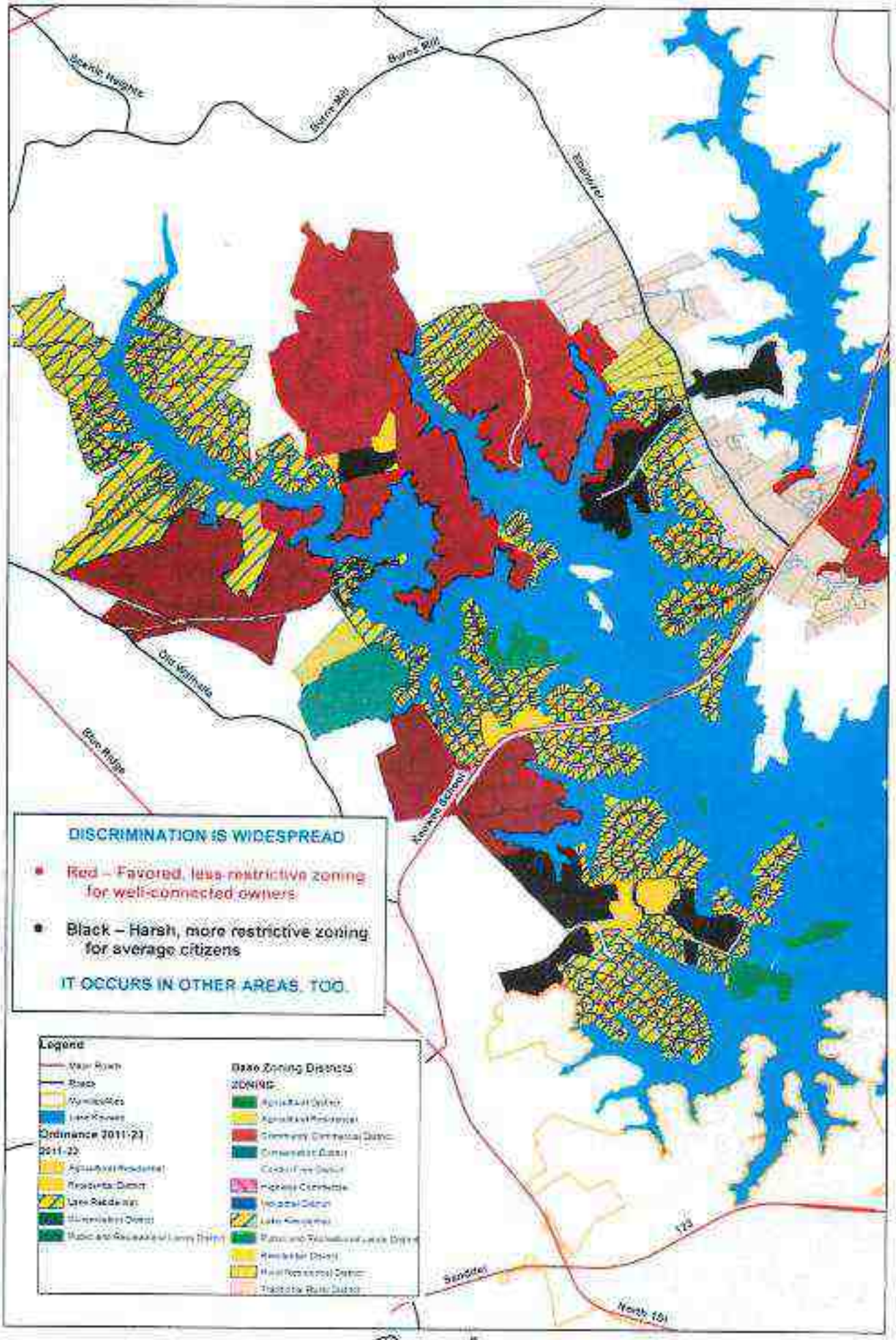
Codner to various members of Council, Planning Commission, and AQD, January 2011: He discusses another request for TRD stating that "while this farm is relatively large, their use is entirely consistent with ARD – no large scale farming underway". This request came from another well-connected family. They received TRD as they requested.

Another Example (details available upon request)

A well-connected developer asked to be removed entirely from an LRD zoning request and was removed even though his property is "behind the gate" of the subdivision being zoned.

And Another

Crescent has asked that all of its properties be zoned RD regardless of whether or not it is lakefront. The Council and Planning Department are automatically assigning RD to all Crescent properties whenever they come up in a zoning petition. This is why the McAlisters are being slammed with RD. Their property is in the middle of a large Crescent parcel.


Burns Mill
Old Walhalla
Blue Ridge
Sandifer
North 151
DISCRIMINATION IS WIDESPREAD
Red – Favored, less restrictive zoning for well-connected owners
Black – Harsh, more restrictive zoning for average citizens
IT OCCURS IN OTHER AREAS, TOO.
Legend
Ordinance 2011-23
Base Zoning Districts
ZONING

These emails prove the pattern of favored working relationships between Councilmen and AQD officials. The opposition is routinely excluded from any opportunity to participate or comment.

Email 1: Codner to various members of Council, Planning Commission, staff, and other AQD officers, March 2011: He is providing the final procedures for Small Area Zoning, along with criticisms and changes. He says "Eventually these probably need to be part of the ZEO." Codner routinely goes around proper channels.

Email 5: Holbrooks to Codner, March 2010: Holbrooks says a member of the planning department staff will be working on preparing both the North Fairview and North Cane Creek petitions for 1st reading. He is telling her to refer all questions to Codner when he is unavailable. No mention is made of referring questions on the North Fairview petition to Mrs. Jennings (sponsor of North Fairview petition).

Email 7: Beth to Corbeil and Dexter, April 2010: Holbrooks requesting a meeting with them, Codner, Owens, Martin, and Markovich re ZEO amendments. County Staff excluded North Fairview.

Email 8: Holbrooks to Corbeil, April 2010: States that Codner had talked to Corbeil about having Holbrooks schedule meeting to discuss ZEO amendments. AQD's influence even extends to calling meetings of County officials!

Email 9: Smith to Evatt and Ramsay, April 2010: Requests meeting with 2 Planning Commissioners, himself, and Jim Codner to "brief" PC members on Cane Creek rezoning petition. Stated intent is to make sure "everyone knows what the main sticking points and areas of disagreement are, and that we are all on the same wavelength". AQD expects and receives favored access for: promoting its agenda, excluding opponents, and county officials to be on his "wavelength".

Email 9A: Smith to Evatt and R Abbott, May 2010: Same as Email 9. to "last 2 Commissioners for us to talk to".

Email 10: Codner to Hulse and Holbrooks, May 2010: Asks them to distribute information to Council and Planning Commission. Included in information is statement that AgRes is a "compromise" between TRD and LRD. AQD expects and gets county staff to accept assignments from them.

Email 11: Codner to Holbrooks, January, 2010: Codner revising the zoning petition document(s). Also asks that he forward documents to "Adam" (attorney w/ McNair) to use as he "considers how to approach this issue". AQD expects its documents to be reviewed and used by County Attorneys.

Email 23: Mrs Moulder to Moulder, January 2011: Codner calls Moulder at home. AQD has such a high level of favored access that it expects the ability to, and does, call the County Administrator at home!

The ZEO Has Glaring Defects

Yet, $500 fines and/or 30 days in jail are imposed for violations.

Don't say it can't happen here. A $5000 zoning fine was levied for a garden in nearby Clarkston, GA.

Gardens are prohibited except in Control Free and AgRes Zones. Zoning officials say they may be able to allow it by using other language, but even more confusing legalese trumps that!

No citizen should have to spend time and gas going to Walhalla, fill out permit paperwork, grovel before zoning administrators (costing even more tax money), or grovel before the Board of Zoning Appeals

to have a simple garden!

Beekeeping is prohibited everywhere.

Despite spending millions for Economic Development, truckstops are prohibited everywhere.

More coming soon; our analysis is only 20% complete!

The UN warned last week of a coming worldwide food crisis.

Do you want your right to garden denied by local zoning police?

AQD Support Has Declined Sharply

Total income from memberships and contributions declined 81.4% from 2006 through 2010.

Decline began long before the Great Recession.

Some lake owners recognized HOA covenants don't permit expenditures for memberships in other organizations, especially those engaged in lobbying.

Some lake owners recognized AQD lobbying activities could cause loss of HOA tax exemptions.

Some HOAs have dropped out of AQD, and received membership refunds due to covenant restrictions and the dangers of losing tax exemptions.

Professional expenses decreased to just $2,112 total for years 2009 and 2010 after AQD officials were provided unfettered access to the County Attorney at public expense. They also used County Staff to do their own work.

AQD's cash reserves increased every year though income was declining while Oconee County provided free legal and staff services.

Citizens have been treated inconsistently.
Discrimination has been widespread.
Inappropriate, possibly illegal, activity has occurred.
Zoning must be stopped, and the ZEO fixed,
before we proceed with further zoning.

Ann Hughes was jailed
<u>for less serious offenses!</u>

All information shown tonight, and more, will be provided to these organizations with the signatures of hundreds, probably <u>thousands</u>, of complainants:

US Department of Justice

US Attorney for South Carolina

FBI and SLED

Local Law Enforcement

US Internal Revenue Service

SC Dept of Revenue

Governor of SC

SC Attorney General

SC Treasurer

SC Comptroller General

Oconee County Legislative Delegation

ACLU and All Media

The McAlister family has previously requested to be removed from the Cane Creek zoning petition.

It is obvious those who voted for zoning do not "know what is in it", much like those who voted for ObamaCare.

Tonight, we insist the ZEO be suspended entirely, until it is fixed and properly explained throughout the county.

If not removed, the McAlisters insist on being given TRD classification and allowed to garden.

If harsh zoning is continued, the McAlisters must at least be given AgRes, the classification slam-dunked on two little old ladies, plus the same unfettered, free access to the County Attorney and Staff provided to AQD, to prevent <u>even more</u> inconsistency and discrimination.

The ZEO is grossly unfair.

At least 50 ZEO uses have no clear definition.

Councilmen work closely with AQD, and refuse to negotiate with locals. <u>To them, negotiating is "Do it my way!"</u>

PUBLIC COMMENT SIGN IN SHEET

Tuesday, March 6, 2012 6:00 PM

Limited to forty [40] minutes, four [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. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.
If time permits additional citizens may be permitted to speak on a non agenda items *[at the discretion of the Chair]*.

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	Ryan Howra		✓
2	Jack Collins		✓
3			
4	Lillie Davis	2011-23 Cane Creek	
5	Dave Wittnebert	2011-23 " "	
6	Jim McAlister	2011-23 " "	
7	Drucilla Nize	2012-12 " "	
8			
9			
10			
11			
12			
13	Jim Collins	Cane Creek	
14	Bob Adams		
15	Berry Nichols		✓
16	Randy Simpson		✓
17	Bill Langaster	Zoning - 2011-23	
18	Dale Dessey		✓
19	Thomas E. Sitter		✓
20			

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.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

Oconee County Council Meeting, 3/6/2012

Good evening Mr. Chairman, members of the Council. For the record, my name is David Wittnebert. I live in Shelter Cove Subdivision, located between Oconee Christian Academy and Cane Creek Harbor Subdivision, and I represent our 25 lot owners as president of our property owners' association. Thank you for the opportunity to address you tonight regarding draft ordinance 2011-23.

Over the past several months, concerned citizens have come before you to express their opposition to the zoning concept in general and to this ordinance in particular. They have eloquently made their case that in the past they have been, they remain today, and they fully intend to continue to be, good neighbors and good stewards of their property. I would not question their integrity or their sincerity; however, with all due respect to these individuals, I believe their objections miss the central and essential reason for implementing zoning ordinances.

This ordinance has nothing whatsoever to do with past, or even current, usage because current usage is grandfathered. This ordinance pertains exclusively to the future – it would be used to guide future land usage and structure future community economic development in a compatible, coherent, coordinated, and complementary manner that is consistent with previously-developed future land use plans. It would also protect neighborhoods from harmful changes in future land usage, which may be unplanned or unanticipated at this time, but which could negatively affect property values and the quality of life in Oconee County and around Lake Keowee.

While we support the desire of traditional or agricultural property owners to continue with their chosen lifestyle, many in favor of this proposed zoning ordinance have invested substantial assets in their lakefront properties and want to ensure the surrounding environment remains compatible with residential use and their current quality of life. It is important to note here that while covenants and restrictions levied by individual subdivisions on their respective property owners maintain usage standards within the subdivision, they provide absolutely no protection against the deleterious effects of potential future adverse changes in usage of adjoining property. This zoning ordinance essentially becomes an insurance policy that protects the status quo, while providing the opportunity for future changes following an open hearing if Council agrees that the proposed changes are reasonable and compatible.

I strongly urge Council to approve the proposed ordinance as it is currently written. Thank you for your time and attention.

Mud Wrestling Rules and Entry Form

Wrestling is to be done in overalls or jeans, with shoes and socks removed before entering the mud pit.

No hitting, elbowing, kicking, or other unsportsmanlike actions. (this is to be a good clean fun activity)

Pairings will be made by a draw of numbers

A takedown occurs when any part of the body other than a hand touches down.

The referee has the final ruling and his decision(s) will be final.

I, the undersigned, have read and understand these rules.

_____

Date:_____

Mud Wrestling Entry Form

Name_____

Age_____

Gender_____

Address_____

City/State/Zip_____

Telephone_____

I hereby assume all risk of personal injury and property damage arising out of my participation therein, and hereby agree to hold and save harmless the sponsors and the contest manager; and any other individual, organization, or firm connected with such an event, from any liability and responsibility for personal injury or property damage that may be suffered by my participation in such contest and from any liability of any kind that may arise while said program is being carried out in so far as I am concerned. This agreement is made in consideration of my being permitted to participate in the Mud Wrestling Event.

Participant's Signature_____

Witness Signature_____

Oconee Mental Health Clinic

Oconee Mental Health Clinic , 115 Carter Park Drive , Seneca, South Carolina

1

Service Sites in Oconee County

- **OCONEE MENTAL HEALTH CLINIC**
  115 Carter Park Drive
  Seneca, SC 29678

- **FOOTHILLS RECOVERY CENTER**
  (A Psychosocial Rehabilitation Program)
  115 Carter Park Drive
  Seneca, SC 29678

Oconee County Services

Clinic Based Services For Adults & Children

- Medication
- Brief Therapy
- Case Management
- Crisis Intervention

- Assertive Community Treatment (ACT) Team
- Dual Diagnosis Program
- Foothills Recovery Center
- Residential Services
- School-Based Services
- Children's Alternative to Placement (CAP)

3

Oconee Mental Health Services

Services Rendered FY10-11

- Nbr of Clinical Staff (FY 11): 16
  Nbr of Administrative Staff (FY 11): 3
- Contacts FY11:

	Adults	Children/Adolescents
Unduplicated:	643	250
Total:	14,884	3,145

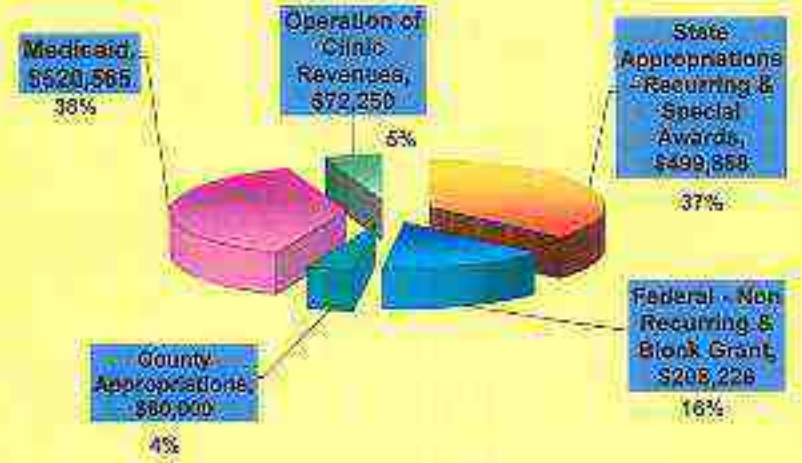
- Nbr of Schools Sites Receiving School Based Services FY11: 5
- Nbr of Jail Consults FY11: 159
  Nbr of Unduplicated Jail Contacts FY11: 68

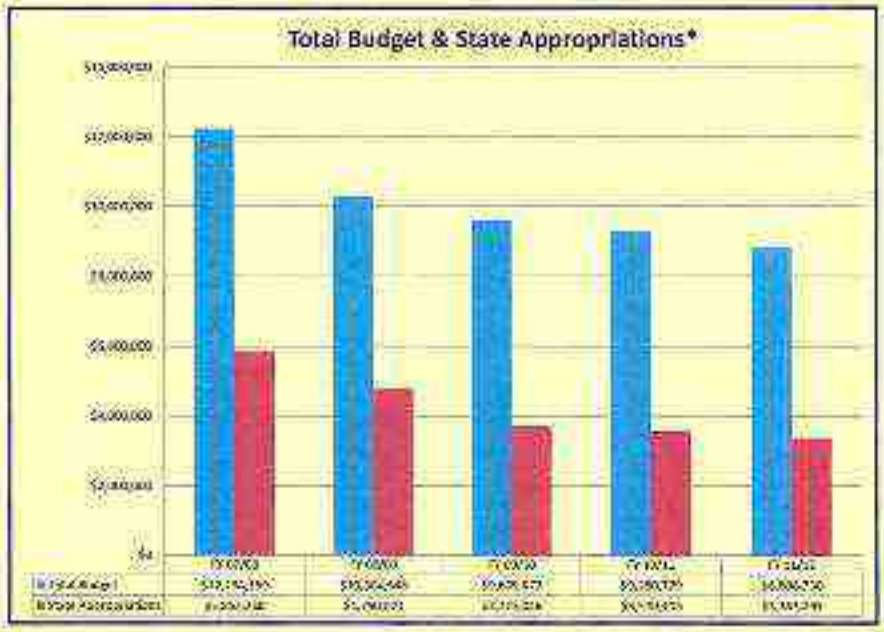
4

Oconee Mental Health Clinic

A. CURRENT ESTIMATED BUDGET FY10-11 $1,360,899

B. FUNDING SOURCES and AMOUNTS:





Includes State Appropriations and all State Awards

I'd like to thank Mrs. Hulse for inviting me to speak to you tonight. My name is Lisa Simmering. I'm an Analyst in the GIS Department. GIS stands for Geographic Information Systems.

The redistricting plan for council districts based on 2010 census data was approved by the U.S. Department of Justice in January. Except for 2 small areas in Bountyland & Tokeena Crossroads, voting precincts remain intact; however, many precincts are in a new council district. Because of this, Mr. Moulder expressed the need to mount a campaign to make voters aware of the changes. We've since begun a 4-pronged attack. First, Beth was the driving force behind getting updated maps in public venues throughout the county such as the libraries. She also posted an updated county map as well as more detailed individual district maps on the county's website. Ms. Brock collaborated with my office on a 2-page ad in The Journal, which has run twice thus far. Tonight I will demonstrate an interactive web map that can be used by voters to determine their polling place, voting precinct, and council district. The map is hosted on the internet by a company called ESRI. This is the same company that developed the mapping software used by the GIS Department all day every day. When I describe ESRI's software to a layperson, I liken it to the Microsoft Office suite of products - meaning it is the pre-eminent map-based analytical software not just in the country but in the world. We're fortunate to have it here in Oconee County.

Sharing maps on ESRI's site is free. It's also easy - for both the person on my side of the desk doing the publishing as well as the user interacting with the map. As you'll see there are very few buttons & toolbars to master. Getting a map up is also fast. If the dataset exists, whether a set of points depicting convenience centers across the county or critical infrastructure, I can have a map up and ready to be consumed in a matter of minutes. I can share it with the world or, in the case of sensitive datasets like critical infrastructure, restrict access to groups such as law enforcement personnel. Maps can be viewed on a desktop or laptop computer or an iOS device like an iPad or iPhone. The look & feel of the application is similar across both platforms.

When Beth asked me to share the council district map with you, I thought why share one map when I can share TWO maps. The first has bells & whistles not in the council district map and will more fully demonstrate the tool's functionality. I created the map for the City of Seneca - unbeknownst to the City of Seneca. So I guess you could say it was for me. It is the half-marathon route, which is being run in about 2 weeks. Beth, please project me on the screen. I'll swipe over to my collection of "nerd apps". These are apps I've been investigating for use by county field staff whether they be appraisers, fire & rescue or codes inspectors. All are used either for navigation or data collection. All, but one, are free. I'm going to click on the green ESRI button - then click Maps at top left - then use the search tool to find maps with the tag "Oconee". If I scroll to the bottom, we'll see the half-marathon map. I published the map using Bing's aerial imagery, but users can choose from one of a dozen basemaps. I'll switch to the openstreets basemap so you can see the route more clearly. Next I'll open what we call the table of contents. On the tab marked detail, we find metadata about the map - author, date published, etc. On the legend tab, users can see how data is symbolized. On the contents tab, layers can be turned on and off. I configured pop-up data on this map. If I zoom to the start/finish flag and click on it, up pops a picture of the Shaver Center along with the address. From Shaver, runners head west on 4th Street. Now I'll scroll to one of the yellow mile markers. Here's mile marker one. In the pop-up, runners can see elevation change information for each mile of the route. I derived this data in the editing software using contour polyline data and a toolset called 3D Analyst.

Now I'll open the council district map - again by using the tag "oconee". Let's look at detail, legend and content pages. Now let's search for an address: 415 S Pine St 29691. When I tap on the map, we see the precinct & district. If I zoom out a little, we can find our polling place.

Questions?

City of Seneca Half-Marathon
Summary:
City of Seneca Half-Marathon
Tags:
Seneca, SC, Oconee County, Half-Marathon
1 of 3
Shaver Recreation Complex
Legend
Content
Detail

Oconee County SC Council Districts
Summary:
Oconee County SC Council Districts
Description:
Tags:
Oconee County, SC, Council District
2 of 2
Voting Precinct
Name
Mountain Rest
Legend
Content
Detail

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION R2012-02

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT SUNSHINE, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN TWENTY-FIVE MILLION DOLLARS ($25,000,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Sunshine, a corporation incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") with the Company pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s) or building improvements, machinery, apparati, and equipment, for the purpose of manufacturing automotive parts and products (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the Project site is in a joint county industrial and business park (the "Park"), created by the County in conjunction with Pickens County under and pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the Company has requested that, under certain conditions, the County provide a special source revenue tax credit (hereinafter referred to as the "SSRC") pursuant to Section 4-1-175 of the South Carolina Code of Laws, 1976, as amended (the "MCIP Act") and Section 12-44-70 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto; and

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

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

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

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than Twenty-five Million Dollars ($25,000,000) in new, qualifying, taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement, which investment will be maintained for not less than ten (10) years, with an investment not less than Fifteen Million Dollars ($15,000,000) being maintained for the remaining term of the Fee Agreement. Further, the Fee Agreement shall provide for an SSRC of twenty five percent (25%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of

such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 6th day of March 2012.

OCONEE COUNTY, SOUTH CAROLINA

By:_____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:_____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

Dated: March 6, 2012

INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Sunshine, a corporation incorporated under the laws of the State of Delaware (the "Company").

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for the purpose of manufacturing automotive parts and products (the "Project") in the County. The Project will involve an investment of at least Twenty-Five Million Dollars ($25,000,000) in new, taxable (fee in lieu of tax) investment within the meaning of Section 12-44-10 et seq. of the Act, and a fee in lieu of tax agreement by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to (i) assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act, (ii) a Special Source Revenue Credit of twenty five percent (25%) of the fee in lieu of tax payments for the Project in the MCIP (as defined herein) retained after the distribution of one percent (1%) to Pickens County as the partner county in a multi-county industrial and business park ("MCIP") created pursuant to the MCIP Act, as defined herein, for ten (10) years, as more fully described herein.

(d) The County has given due consideration to the economic development impact of the

Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(e) In order to assist the Company in providing infrastructure (as defined in the Act) ("Infrastructure") in connection with the Project, the company has further requested the County to provide a special source revenue credit against payments in lieu of taxes as defined in Section 4-1-175 of the Code of Laws of South Carolina, 1976, as amended (the "MCIP Act") and Section 12-44-70 of the Act (the "SSRC") in an annual amount equal to twenty five percent (25%) of the payments in lieu of taxes from the Project in the MCIP allocated to the County taxing entities with respect to the Project pursuant to a MCIP agreement between the County and Pickens County or an adjoining county (the "MCIP Agreement") commencing in the property tax year in which the total new, taxable investment of the Company on the Project equals or exceeds $25,000,000 and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company in the County and will involve a new capital expenditure of not less than $25,000,000 in taxable property. The Fee Agreement will contain suitable provisions for acquisition and construction of the Project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the twenty (20) year term of the negotiated fee (absent an extension) pursuant to the Act. Thus, the Company

shall be required to invest under and pursuant to the Fee Agreement not less than Twenty-Five Million Dollars ($25,000,000) in new, qualifying, taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement and the $25,000,000 level of that investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation and a $15,000,000 level of that same investment, without regard to depreciation, shall be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement in the MCIP and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five (5) years from the end of the year of execution and delivery of the Fee Agreement, not counting the initial year of the investment in the Project, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the June 30, 2012 millage rate for all taxing entities at the Project site (which the parties believe to be 204.3 mils), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property

in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended. Should the Act not be amended by the South Carolina General Assembly to allow a twenty (20) year term for payments in lieu of taxes by the end of the twentieth (20th) year from the last permitted investment year pursuant to the Fee Agreement, the Company shall voluntarily terminate the Fee Agreement (except for those parts and portions of the Fee Agreement which explicitly are agreed to survive termination of the Fee Agreement, by its own terms).

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than $25,000,000 in new taxable qualifying investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement and maintaining the $25,000,000 level of that investment for the initial ten (10) years of the Fee Agreement, without regard to depreciation and maintaining a $15,000,000 level of that investment, without regard to depreciation, for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate, for all taxing entities, legally levied and applicable to the Project site on June 30, 2012, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

Section 2.6. (a) Oconee County Council does hereby agree, subject to the requirements of Section 4-1-175 of the MCIP Act and Section 12-44-70 of the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance or agreement, authorized by ordinance, authorizing the provision of the SSRC, as previously stated, which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the Infrastructure improvements with respect to the Project. The SSRC will be payable exclusively from payments the County receives

(after payment of the MCIP partner county fee) from the Company for the Project in lieu of taxes under the Fee Agreement and the MCIP Agreement. The SSRC shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the SSRC shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Fee Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying

out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Twenty-five Million Dollars ($25,000,000) in new taxable investment in the Project by the end of the fifth (5th) year following the end of the year in which the Fee Agreement is executed, or lose the benefits of this Agreement in accordance with the provisions of the Act for failure to make the statutory minimum investment, and maintain such investment in accordance with the Act and the terms of this Agreement (maintain not less than $25,000,000 of such new investment, without regard to depreciation, for the first ten (10) years of the Fee Agreement, and maintain not less than $15,000,000 of such new investment, without regard to depreciation, for the next ten (10) years of the Fee Agreement), or lose the benefits of the Fee Agreement and the SSRC, prospectively, from the point at which such maintenance requirement is not met.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are mutually dependent, each on the other, and are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2012 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the

Project and the execution of the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

Section 4.6. The Company and the County agree that, to the maximum extent allowed by the law, the County agrees to waive the recapitulation requirements set forth in the Act, to the extent that and so long as the Company makes all reports and filings required by the Act and provides copies thereof to the County within sixty (60) days of the time that such filings or reports are filed or made.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

By:_____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:_____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

Dated: March 6, 2012

PROJECT SUNSHINE

By: _____
Its:

Date:

R2012-02

Ref: Cane Creek Rezoning Request

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 6, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Public Hearing for Ordinance 2011-23: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

Council took first reading in caption only on September 6, 2011 and sent the issue to the Planning Commission for review. The Commission forwarded a recommendation to Council on December 5, 2011. Council considered the matter on January 17, 2012 and approved the ordinance on 2nd reading. The public hearing was held on February 21, 2012.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:
Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take 3rd and final reading of Ordinance 2011-23

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:
Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

Copy of Ordinance 2011-23

Reviewed By/ Initials:

_____ **County Attorney** _____ **Finance** _____ **Grants** _____ **Procurement**

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:

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.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-23

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-19, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County 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 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

   A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Agricultural Residential District (ARD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

   Parcel (Tax Identification Number)

192-00-04-002	208-00-01-041	208-00-01-105	208-00-03-009
208-00-01-003	208-00-01-050	208-00-01-110	208-00-03-030
208-00-01-011	208-00-01-057	208-00-03-003	208-00-03-037
208-00-01-019	208-00-01-074	208-00-03-004	208-00-03-078
208-00-01-027	208-00-01-095	208-00-03-006	208-00-03-093
208-00-01-039	208-00-01-098	208-00-03-007	208-00-03-095

   B. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Conservation District (CD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

   Parcel (Tax Identification Number)

192-00-04-006

   C. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

   Parcel (Tax Identification Number):

162-00-01-011	177-00-01-050	177-00-01-180	177-00-02-168	177-01-02-018
162-00-01-012	177-00-01-051	177-00-01-181	177-00-02-169	177-01-02-019
162-00-01-016	177-00-01-052	177-00-01-182	177-00-02-170	177-01-02-020
162-00-01-031	177-00-01-053	177-00-01-183	177-00-02-172	177-01-02-021
177-00-01-002	177-00-01-054	177-00-02-007	177-00-02-174	177-01-02-022
177-00-01-003	177-00-01-055	177-00-02-010	177-00-02-175	177-01-02-023
177-00-01-004	177-00-01-056	177-00-02-031	177-00-02-176	177-01-02-024
177-00-01-008	177-00-01-057	177-00-02-041	177-00-02-180	177-01-03-001
177-00-01-009	177-00-01-058	177-00-02-044	177-00-02-183	177-01-03-002
177-00-01-010	177-00-01-059	177-00-02-045	177-00-02-185	177-01-04-001
177-00-01-015	177-00-01-060	177-00-02-048	177-00-02-186	177-01-04-002
177-00-01-016	177-00-01-061	177-00-02-049	177-00-02-187	177-01-04-003
177-00-01-017	177-00-01-062	177-00-02-068	177-00-02-192	177-01-04-005
177-00-01-018	177-00-01-063	177-00-02-093	177-00-02-194	177-01-04-006
177-00-01-019	177-00-01-064	177-00-02-138	177-00-02-196	177-01-04-007
177-00-01-020	177-00-01-065	177-00-02-139	177-00-02-197	177-01-04-008
177-00-01-021	177-00-01-066	177-00-02-140	177-01-01-002	177-01-04-009
177-00-01-022	177-00-01-067	177-00-02-141	177-01-01-005	177-01-04-010
177-00-01-023	177-00-01-068	177-00-02-142	177-01-01-007	177-01-04-011
177-00-01-024	177-00-01-069	177-00-02-143	177-01-01-009	177-01-04-012
177-00-01-025	177-00-01-070	177-00-02-144	177-01-01-010	177-01-04-013
177-00-01-026	177-00-01-071	177-00-02-145	177-01-01-012	177-02-01-001
177-00-01-027	177-00-01-072	177-00-02-146	177-01-01-013	177-02-02-001
177-00-01-028	177-00-01-073	177-00-02-147	177-01-01-014	177-02-02-002
177-00-01-029	177-00-01-074	177-00-02-148	177-01-01-015	177-02-02-003
177-00-01-030	177-00-01-075	177-00-02-149	177-01-01-016	177-02-02-004
177-00-01-031	177-00-01-076	177-00-02-150	177-01-01-017	177-02-02-005
177-00-01-032	177-00-01-077	177-00-02-151	177-01-01-018	177-02-02-006
177-00-01-033	177-00-01-078	177-00-02-152	177-01-01-020	177-02-02-007
177-00-01-034	177-00-01-079	177-00-02-153	177-01-01-021	177-02-02-008
177-00-01-035	177-00-01-080	177-00-02-154	177-01-02-001	177-02-02-009
177-00-01-036	177-00-01-081	177-00-02-155	177-01-02-002	177-02-02-010
177-00-01-037	177-00-01-082	177-00-02-156	177-01-02-003	177-02-02-011
177-00-01-038	177-00-01-083	177-00-02-157	177-01-02-004	177-02-02-012
177-00-01-039	177-00-01-084	177-00-02-158	177-01-02-005	177-02-02-013
177-00-01-040	177-00-01-086	177-00-02-159	177-01-02-006	177-02-02-014
177-00-01-041	177-00-01-087	177-00-02-160	177-01-02-007	177-02-02-015
177-00-01-042	177-00-01-090	177-00-02-161	177-01-02-008	177-02-02-016
177-00-01-043	177-00-01-091	177-00-02-162	177-01-02-009	177-02-02-017
177-00-01-044	177-00-01-098	177-00-02-163	177-01-02-011	177-02-02-018
177-00-01-045	177-00-01-099	177-00-02-164	177-01-02-013	177-02-02-020
177-00-01-046	177-00-01-100	177-00-02-165	177-01-02-014	177-02-02-021
177-00-01-047	177-00-01-101	177-00-02-166	177-01-02-015	177-02-02-022
177-00-01-048	177-00-01-106	177-00-02-167	177-01-02-017	177-02-02-023
177-00-01-049	177-00-01-179			177-04-01-002

177-04-01-003	177-04-01-047	177-04-01-093	177-05-01-006	178-00-01-182
177-04-01-004	177-04-01-048	177-04-01-094	177-05-01-007	178-00-01-183
177-04-01-005	177-04-01-049	177-04-01-095	177-05-01-008	178-06-01-001
177-04-01-006	177-04-01-050	177-04-01-096	177-05-01-009	178-06-01-002
177-04-01-007	177-04-01-051	177-04-01-097	177-05-01-010	178-06-01-003
177-04-01-008	177-04-01-052	177-04-01-098	177-05-01-011	178-06-01-004
177-04-01-009	177-04-01-053	177-04-01-099	177-05-01-012	178-06-01-005
177-04-01-010	177-04-01-054	177-04-01-100	177-05-01-013	178-06-01-006
177-04-01-011	177-04-01-055	177-04-01-101	177-05-01-014	178-06-01-007
177-04-01-012	177-04-01-056	177-04-01-102	177-05-01-015	178-06-01-008
177-04-01-013	177-04-01-058	177-04-01-103	177-05-01-016	178-06-01-009
177-04-01-014	177-04-01-059	177-04-01-104	177-05-01-017	178-06-01-010
177-04-01-015	177-04-01-060	177-04-01-105	177-05-01-018	178-06-01-011
177-04-01-016	177-04-01-061	177-04-01-106	177-05-01-019	178-06-01-012
177-04-01-017	177-04-01-062	177-04-01-107	177-05-01-020	178-06-01-013
177-04-01-018	177-04-01-063	177-04-01-108	177-05-01-021	178-06-01-014
177-04-01-019	177-04-01-064	177-04-01-109	177-05-01-022	178-06-01-015
177-04-01-020	177-04-01-065	177-04-01-110	177-05-01-023	192-02-01-001
177-04-01-020A	177-04-01-066	177-04-01-111	177-05-01-024	192-02-01-002
177-04-01-021	177-04-01-067	177-04-01-112	177-05-01-025	192-02-01-003
177-04-01-022	177-04-01-068	177-04-01-113	177-05-01-026	192-02-01-004
177-04-01-023	177-04-01-069	177-04-01-114	177-05-01-027	192-02-01-005
177-04-01-024	177-04-01-070	177-04-01-115	177-05-01-028	192-02-01-006
177-04-01-025	177-04-01-071	177-04-01-116	177-05-01-029	192-02-01-007
177-04-01-026	177-04-01-072	177-04-01-117	177-05-01-030	192-02-01-008
177-04-01-027	177-04-01-073	177-04-01-118	177-05-01-031	192-02-01-009
177-04-01-028	177-04-01-074	177-04-01-119	177-05-01-032	192-02-01-010
177-04-01-029	177-04-01-075	177-04-01-120	177-05-01-033	192-02-01-011
177-04-01-030	177-04-01-076	177-04-01-121	178-00-01-033	192-02-01-012
177-04-01-031	177-04-01-077	177-04-01-122	178-00-01-061	192-02-01-013
177-04-01-032	177-04-01-078	177-04-01-123	178-00-01-069	192-02-01-014
177-04-01-033	177-04-01-079	177-04-01-124	178-00-01-070	192-02-01-015
177-04-01-034	177-04-01-080	177-04-01-125	178-00-01-092	192-02-01-016
177-04-01-035	177-04-01-081	177-04-01-126	178-00-01-118	192-02-01-017
177-04-01-036	177-04-01-082	177-04-01-127	178-00-01-119	192-02-01-018
177-04-01-037	177-04-01-083	177-04-01-128	178-00-01-120	192-02-01-019
177-04-01-038	177-04-01-084	177-04-01-129	178-00-01-121	192-02-01-020
177-04-01-039	177-04-01-085	177-04-01-130	178-00-01-163	192-02-01-021
177-04-01-040	177-04-01-086	177-04-01-131	178-00-01-175	192-02-01-022
177-04-01-041	177-04-01-087	177-04-01-132	178-00-01-176	192-02-01-023
177-04-01-042	177-04-01-088	177-05-01-001	178-00-01-177	192-02-01-024
177-04-01-043	177-04-01-089	177-05-01-002	178-00-01-178	192-02-01-025
177-04-01-044	177-04-01-090	177-05-01-003	178-00-01-179	192-02-01-026
177-04-01-045	177-04-01-091	177-05-01-004	178-00-01-180	193-00-02-003
177-04-01-046	177-04-01-092	177-05-01-005	178-00-01-181	193-00-02-010

193-00-02-011	193-04-01-003	193-05-01-020	193-06-01-026	193-07-01-012
193-00-02-012	193-04-01-004	193-05-01-021	193-06-01-027	193-07-01-013
193-00-02-017	193-04-01-005	193-05-01-022	193-06-01-028	193-07-01-014
193-00-02-020	193-04-01-006	193-05-01-023	193-06-01-029	193-07-01-015
193-00-02-022	193-04-01-007	193-05-01-024	193-06-01-030	193-07-01-016
193-00-02-023	193-04-01-008	193-05-01-025	193-06-01-031	193-07-01-017
193-02-01-001	193-04-01-009	193-05-01-026	193-06-01-032	193-08-01-001
193-02-01-002	193-04-01-010	193-05-01-027	193-06-01-034	193-08-01-002
193-02-01-003	193-04-02-001	193-05-01-028	193-06-01-035	193-08-01-003
193-02-01-004	193-04-02-002	193-05-01-029	193-06-01-036	193-08-01-004
193-02-01-005	193-04-02-003	193-05-01-030	193-06-01-037	193-08-01-005
193-02-01-006	193-04-02-004	193-05-01-031	193-06-01-038	193-08-01-006
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193-02-01-008	193-04-02-006	193-05-01-033	193-06-01-040	193-08-01-008
193-02-01-009	193-04-02-007	193-05-01-034	193-06-01-041	193-08-01-009
193-02-01-010	193-04-02-008	193-05-01-035	193-06-01-042	193-08-01-010
193-02-01-011	193-04-02-009	193-05-01-036	193-06-01-043	193-08-01-011
193-02-01-012	193-04-02-010	193-05-01-037	193-06-01-044	193-08-01-012
193-02-01-013	193-04-02-011	193-05-01-038	193-06-01-045	193-08-01-013
193-02-01-014	193-04-02-012	193-05-01-039	193-06-01-046	193-08-01-014
193-02-01-016	193-04-02-013	193-06-01-001	193-06-01-047	193-08-01-015
193-02-01-017	193-04-02-014	193-06-01-002	193-06-01-048	193-08-01-016
193-02-01-018	193-04-02-015	193-06-01-003	193-06-01-049	193-08-01-018
193-02-01-019	193-04-02-016	193-06-01-004	193-06-01-050	193-08-01-019
193-02-01-020	193-04-03-001	193-06-01-005	193-06-01-051	193-08-01-020
193-02-01-021	193-04-03-002	193-06-01-006	193-06-01-052	193-08-01-021
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193-02-01-025	193-05-01-004	193-06-01-010	193-06-01-056	193-08-01-025
193-02-01-026	193-05-01-005	193-06-01-011	193-06-01-057	193-08-01-026
193-02-01-027	193-05-01-006	193-06-01-012	193-06-01-058	193-08-01-027
193-02-01-028	193-05-01-007	193-06-01-013	193-06-01-059	208-00-01-004
193-02-01-029	193-05-01-008	193-06-01-014	193-06-01-060	208-00-01-006
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193-02-01-032	193-05-01-011	193-06-01-017	193-07-01-003	208-00-01-015
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193-02-01-034	193-05-01-013	193-06-01-019	193-07-01-005	208-00-01-017
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	193-05-01-019	193-06-01-025	193-07-01-011	208-00-01-026

208-00-01-029	208-00-03-054	208-01-02-007	208-01-04-006	208-02-01-010
208-00-01-031	208-00-03-055	208-01-02-008	208-01-04-007	208-02-01-011
208-00-01-032	208-00-03-056	208-01-02-009	208-01-04-008	208-02-01-012
208-00-01-033	208-00-03-062	208-01-02-010	208-01-04-009	208-02-01-013
208-00-01-034	208-00-03-063	208-01-02-011	208-01-04-010	208-02-02-001
208-00-01-035	208-00-03-065	208-01-02-012	208-01-04-011	208-02-02-002
208-00-01-036	208-00-03-066	208-01-02-013	208-01-04-013	208-02-02-003
208-00-01-037	208-00-03-067	208-01-02-014	208-01-04-014	208-02-02-004
208-00-01-038	208-00-03-068	208-01-02-015	208-01-04-015	208-02-02-005
208-00-01-043	208-00-03-069	208-01-02-016	208-01-04-016	208-02-02-006
208-00-01-047	208-00-03-071	208-01-02-017	208-01-04-017	208-02-02-007
208-00-01-048	208-00-03-072	208-01-02-018	208-01-04-018	208-02-02-008
208-00-01-052	208-00-03-073	208-01-02-019	208-01-04-019	208-02-02-009
208-00-01-053	208-00-03-074	208-01-02-020	208-01-04-020	208-02-02-010
208-00-01-055	208-00-03-079	208-01-02-022	208-01-04-021	208-02-02-011
208-00-01-056	208-00-03-081	208-01-02-023	208-01-04-022	208-02-03-001
208-00-01-060	208-00-03-082	208-01-02-026	208-01-04-023	208-02-03-002
208-00-01-061	208-00-03-083	208-01-02-027	208-01-04-024	208-02-03-003
208-00-01-062	208-00-03-084	208-01-02-028	208-01-04-025	208-02-03-004
208-00-01-063	208-00-03-085	208-01-03-001	208-01-04-026	208-02-03-005
208-00-01-064	208-00-03-086	208-01-03-002	208-01-04-027	208-02-03-006
208-00-01-065	208-00-03-087	208-01-03-003	208-01-04-028	208-02-03-007
208-00-01-066	208-00-03-088	208-01-03-005	208-01-04-029	208-02-03-008
208-00-01-069	208-00-03-089	208-01-03-006	208-01-04-031	208-02-03-009
208-00-01-071	208-00-03-090	208-01-03-007	208-01-04-032	208-02-03-010
208-00-01-077	208-00-03-091	208-01-03-009	208-01-04-034	208-02-03-011
208-00-01-078	208-00-03-092	208-01-03-010	208-01-04-036	208-02-03-012
208-00-01-079	208-01-01-002	208-01-03-011	208-01-04-038	208-02-03-013
208-00-01-083	208-01-01-003	208-01-03-012	208-01-04-039	208-02-03-014
208-00-01-084	208-01-01-004	208-01-03-014	208-01-04-040	208-02-03-015
208-00-01-085	208-01-01-006	208-01-03-015	208-01-04-042	208-02-03-016
208-00-01-086	208-01-01-007	208-01-03-016	208-01-05-001	208-02-03-017
208-00-01-087	208-01-01-008	208-01-03-017	208-01-05-002	208-02-03-018
208-00-01-088	208-01-01-009	208-01-03-018	208-01-05-003	208-02-03-019
208-00-01-091	208-01-01-010	208-01-03-019	208-01-05-005	208-02-03-020
208-00-01-096	208-01-01-011	208-01-03-022	208-01-05-011	208-02-03-021
208-00-03-012	208-01-01-012	208-01-03-023	208-01-06-001	208-02-03-022
208-00-03-025	208-01-01-013	208-01-03-025	208-02-01-001	208-02-03-023
208-00-03-026	208-01-01-014	208-01-03-026	208-02-01-002	208-02-03-024
208-00-03-027	208-01-01-015	208-01-03-027	208-02-01-003	208-02-03-025
208-00-03-028	208-01-01-016	208-01-03-028	208-02-01-004	208-03-01-001
208-00-03-029	208-01-02-001	208-01-03-031	208-02-01-005	208-03-01-002
208-00-03-052	208-01-02-002	208-01-03-032	208-02-01-006	208-03-01-003
	208-01-02-003	208-01-04-001	208-02-01-007	208-03-01-004
	208-01-02-004	208-01-04-004	208-02-01-008	208-03-01-005

208-03-01-007	208-04-03-005	208-05-01-001	208-05-01-024	208-06-01-002
208-03-01-008	208-04-03-006	208-05-01-002	208-05-01-025	208-06-01-003
208-03-01-009	208-04-03-007	208-05-01-003	208-05-01-026	208-06-01-004
208-03-01-010	208-04-03-008	208-05-01-004	208-05-01-027	208-06-01-005
208-03-01-011	208-04-03-009	208-05-01-005	208-05-01-028	208-06-01-006
208-03-01-012	208-04-03-010	208-05-01-006	208-05-01-029	208-06-01-007
208-03-01-013	208-04-03-011	208-05-01-007	208-05-01-030	208-06-01-008
208-04-01-001	208-04-03-012	208-05-01-008	208-05-01-031	208-06-01-009
208-04-01-002	208-04-03-013	208-05-01-009	208-05-01-032	208-06-01-010
208-04-01-003	208-04-03-014	208-05-01-010	208-05-01-033	208-06-01-011
208-04-01-004	208-04-03-015	208-05-01-012	208-05-01-034	208-06-01-012
208-04-01-005	208-04-03-016	208-05-01-013	208-05-01-035	208-06-01-013
208-04-01-006	208-04-03-017	208-05-01-014	208-05-01-036	208-06-01-014
208-04-01-007	208-04-03-018	208-05-01-015	208-05-01-037	
208-04-02-001	208-04-03-019	208-05-01-016	208-05-01-038	
208-04-02-002	208-04-03-020	208-05-01-017	208-05-01-039	
208-04-02-003	208-04-03-021	208-05-01-018	208-05-01-040	
208-04-02-004	208-04-03-022	208-05-01-019	208-05-01-041	
208-04-03-001	208-04-03-023	208-05-01-020	208-05-01-042	
208-04-03-002	208-04-03-024	208-05-01-021	208-05-01-043	
208-04-03-003	208-04-03-025	208-05-01-022	208-05-01-044	

D. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Public and Recreational Lands District (PRLD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

193-00-02-013	208-00-02-001	208-00-03-013

E. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Residential District (RD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

162-00-03-004	177-00-02-177	193-00-02-024	208-00-01-104	208-00-03-064
177-00-02-011	177-00-02-178	193-00-02-025	208-00-01-108	208-00-03-076
177-00-02-012	177-00-02-179	193-00-02-026	208-00-03-010	208-00-03-080
177-00-02-015	177-00-02-195	193-00-04-003	208-00-03-011	208-00-03-094
177-00-02-016	193-00-02-004	208-00-01-009	208-00-03-033	
177-00-02-018	193-00-02-006	208-00-01-010	208-00-03-058	
177-00-02-039	193-00-02-018	208-00-01-028	208-00-03-059	
177-00-02-052	193-00-02-019	208-00-01-082	208-00-03-060	
177-00-02-092	193-00-02-021	208-00-01-093	208-00-03-061	

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 and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio.*
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 rest and 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 and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____., 2012.

OCONEE COUNTY, SOUTH CAROLINA

By:_____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

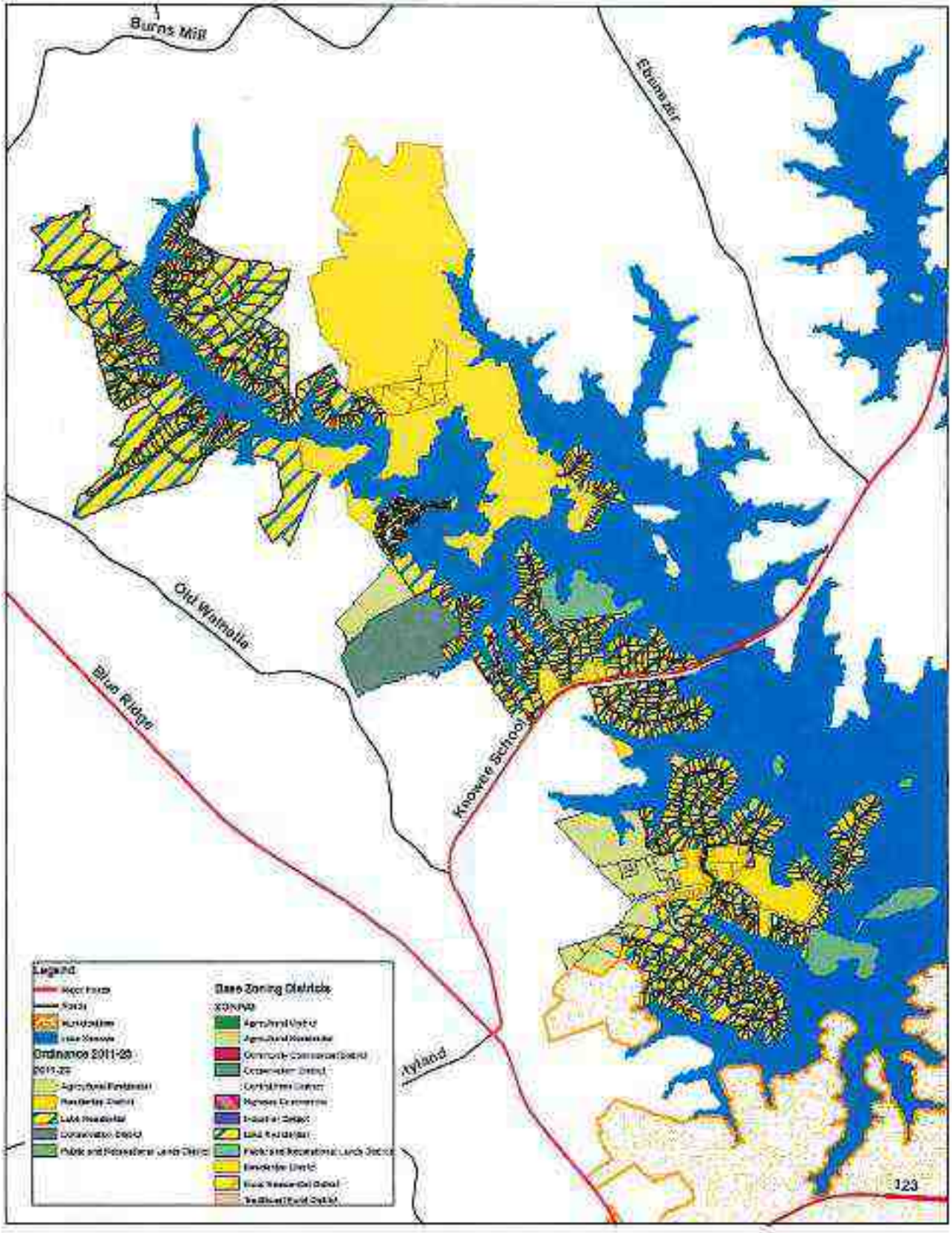
ATTEST:

By:_____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading:	September 6, 2011
Second Reading:	January 17, 2012
Public Hearing:	February 21, 2012
Third Reading:	

APPENDIX A

Parcels Rezoned by Ordinance 2011-23



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 6, 2012
COUNCIL MEETING TIME: 6:30 PM

ITEM TITLE [Brief Statement]:
Fee-In-Lieu-Of-Tax (FILOT) Agreement and Special Source Revenue Credit (SSRC) for Project Sunshine.

BACKGROUND DESCRIPTION:
Project Sunshine is a competitive project that carries a $25,000,000 investment over the next 5-years and the creation of 50+ jobs in that same time frame. They are requesting a FILOT agreement of 6% for the next 20 years with fixed millage. In addition they are requesting a SSRC of 25% for 10 years.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:
N/A

FINANCIAL IMPACT [Brief Statement]:
N/A
_____ Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:
Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:
Staff recommends approval of the first reading of Ordinance 2012-11 and Resolution R2012-12 for Project Sunshine. Cost benefit analysis will be provided before the Third Reading.

Submitted or Prepared By:

James W. Alexander, Director
Economic Development Commission
Department Head/Elected Official

Approved for Submittal to Council:

T. 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.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2012-11

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT SUNSHINE; THE GRANTING OF SPECIAL SOURCE REVENUE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

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

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Sunshine, a company duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or building improvements, and machinery, apparati, and equipment, for the purpose of the development of an automotive parts and products manufacturing facility (the "Project") in which the minimum level of new taxable investment will be not less than Twenty-Five Million Dollars ($25,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, which will be maintained, without regard to depreciation, in accordance with the Act and the Inducement Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Company has requested that the County provide a special source revenue credit of twenty-five percent (25%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of ten (10) years (the "SSRC") commencing only if and

when the Company's investment in new, taxable property in the Project equals or exceeds $25,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment.

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

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on March 6, 2012, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

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

WHEREAS, the Company has agreed (i) to maintain an investment in the Project which equates or exceeds $25,000,000 in new, taxable property (without regard to depreciation) for ten (10) years following achievement of that level of investment; and (ii) to maintain an investment of not less than $15,000,000 (without regard to depreciation) for the succeeding ten (10) years; and

WHEREAS, the Company's Project is located within a multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building

or buildings and various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of an automotive parts and products manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the Fee Agreement shall provide for an SSRC of twenty-five percent (25%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

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

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

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

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

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

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

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

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to

constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this _____ day of _____, 2012

OCONEE COUNTY, SOUTH CAROLINA

By:_____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:_____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: March 6, 2012
Second Reading:
Public Hearing:
Third Reading:

Ref: Biggerstaff Road Request

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 6, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

First Reading (In Caption Only) of Ordinance 2012-12; "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN; AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

The proposed ordinance 2012-12 stems from a citizen-initiated rezoning request submitted by Mr. Mike Smith. The request consists of 457 parcels, consisting of approximately 570 acres in the vicinity of Biggerstaff Road in Oconee County. The parcels are located in the residential area on the Future Land Use Map. As submitted, the parcels would be rezoned into the Residential District, Lake Residential District, and the Agricultural Residential District. Petitions containing the signatures at least 51% of the owners of the parcels in the request area were submitted in support of the proposal.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:
Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no: explain briefly: N/A

STAFF RECOMMENDATION:

Take First Reading (In Caption Only) of Ordinance 2012-12, and refer the matter to the Planning Commission for the required review.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:
Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

Maps of rezoning proposal as submitted, and the request's location on the Future Land Use Map

Reviewed By/ Initials:

_____ **County Attorney** _____ **Finance** _____ **Grants** _____ **Procurement**

Submitted or Prepared By:

_____
Department Head/Elected Official

Approved for Submittal to Council:

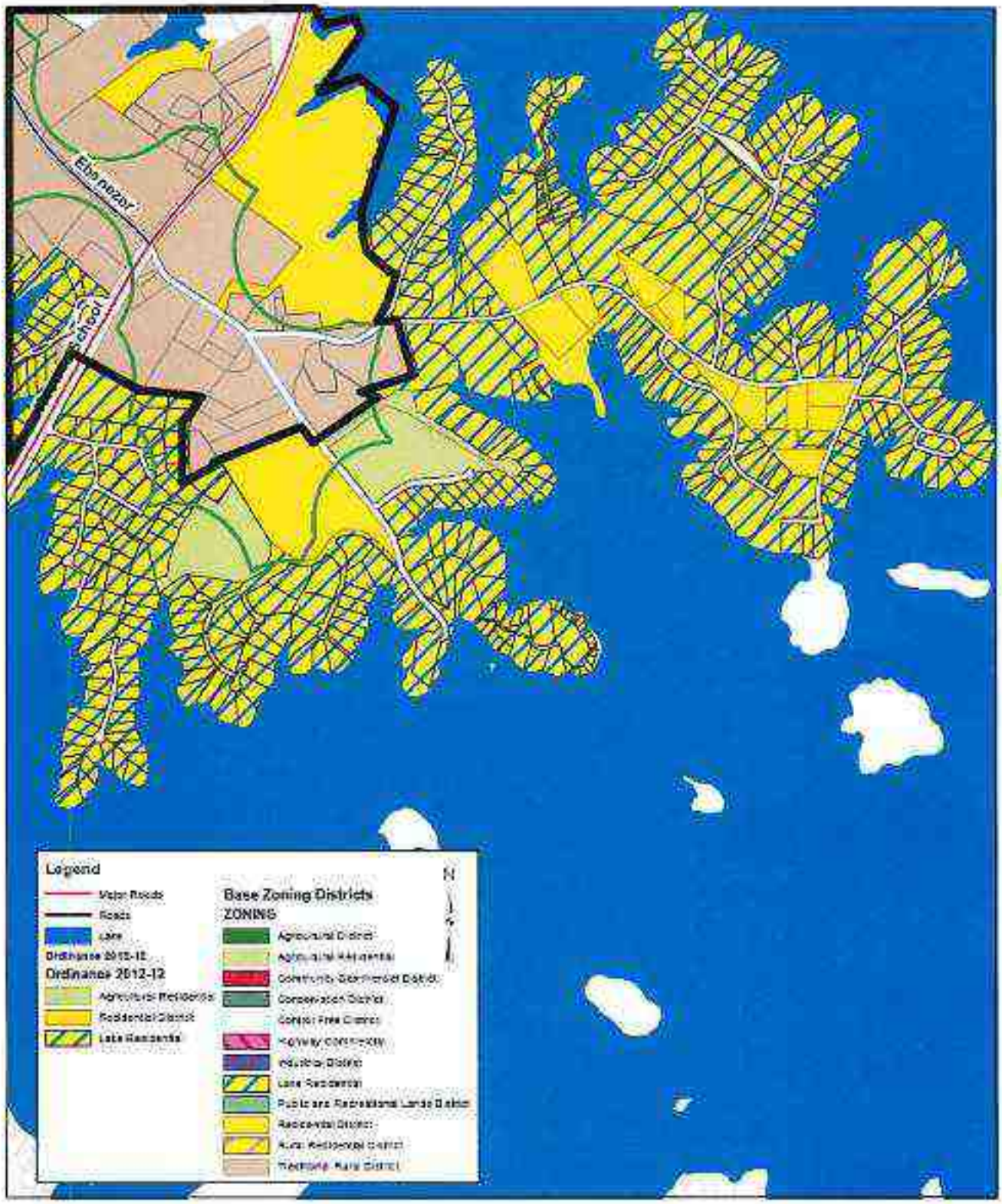
_____
Scott Moulder, County Administrator

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.

Ref: Biggerstaff Road Request

Proposed Ordinance #2012-12
Biggerstaff Road Request (As Petitioned)



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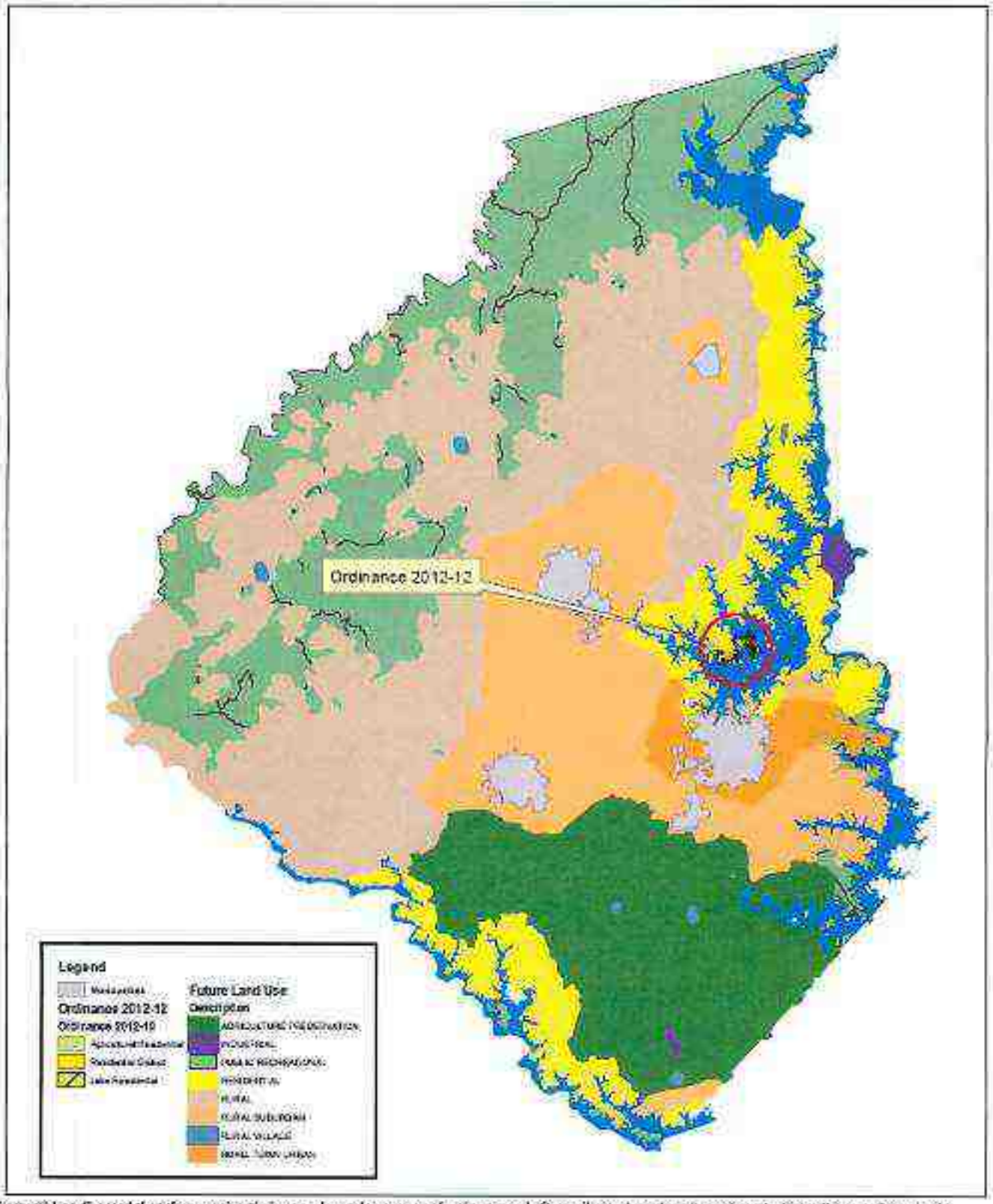
A calendar with due dates marked may be obtained from the Clerk to Council.

Ref: Biggerstaff Road Request

Proposed Ordinance #2012-12
Biggerstaff Road Rezoning Request Future Land Use Map Location



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

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 6, 2012

ITEM TITLE:

Change Order #1 for PO 48613 **Department: BROADBAND PROJECT FOCUS** **Amount: $952,337.00**

FINANCIAL IMPACT:

GRANT FUNDING: Utilizing Matching Funds: ☒ Yes ☐ No / Grant Amount: $9.6M, Matching Funds: $4.5M

Source: Federal ARRA Grant

Finance Approval: Sally R Lowry Grant Approval: Lori Williams

BACKGROUND DESCRIPTION:

On August 8, 2011, County Council approved the award of RFP 10-28 for the Installation Contractor for Broadband Project FOCUS to Network Controls and Electric, Inc. of Greer, SC in the amount of $2,728,704.00 (5.44 per foot) for approximately 95 miles, or Phase One of the project. This Change Order #1 in the amount of $952,337.00 is for additional mileage, hand holds, 4" conduit with three 1 ¼" conduits inside for railroad crossings and anchor institution connections.

SPECIAL CONSIDERATIONS OR CONCERNS:

Broadband Project staff is also asking for approval to shift mileage from later phases to allow Direct Internet Access (DIA) and additional customer connections to be completed with this Change Order #1. The work and cost associated with this change order is covered in the original grant application. Tamassee-Salem Middle/High School connection timeline will be included in this change order. The original 95 miles Phase One segment was to be completed by February, 15, 2012. With the additional miles and connections added by this Change Order #1, the estimated completion date will now be March 30, 2012.

ATTACHMENT(S):

1. Quotation from Network Controls and Electric, Inc.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve Change Order # 1 for PO 48613 in the amount of $952,337 to Network Controls and Electric, Inc. of Greer, SC. This will bring the total amount of the PO to $3,681,041.00.

Submitted or Prepared By: Robyn Courtright **Approved for Submittal to Council:**

Robyn Courtright, Procurement Director **T. 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.

NETWORK CONTROLS & ELECTRIC, INC.

136 Johns Road
Greer, SC, 29650
864.297.5180
www.networkcontrols.com

ADDITIONAL WORK, PROJECT FOCUS PHASE ONE

DATE: February 24, 2012

FROM: Edward Niles, RCDD eniles@networkcontrols.com.

Additional Work	Phase One Additional Work
	$40,000.00
Additional Work Lump Sum Cost	$912,337.00
Project Total	$952,337.00

Additional Work Lump Sum Cost Is Based On:

- 50 hand holes with lids installed: $41,123.00
- 4" with 3- 1 ¼ inch installed under rail road for phase : $24,750.00
- 50,000ft for Anchors: $272,000.00
- 20 mile addition (105,600 @ $5.44 per) ft: $574,464.00
- Contingency $40,000.00

Thank you for the opportunity to offer this proposal for your consideration. Please contact me at (864) 334-4740 for any additional information or clarifications.

Network Controls Representative (Date)
Edward Niles, RCDD

Customer Acceptance of Quotation (Date)
PO # _____

NOTES

REAL ESTATE, FACILITIES & LAND MANAGEMENT
COMMITTEE MEETING
February 28, 2012

Anderson – Oconee Behavioral Health Services / Proposal for New Building

Ms. Karen Beck, Executive Director, Anderson – Oconee Behavioral Health Services
Mr Mike Burns, McNair Attorneys, representing AOBHS

- General Obligation [GO] Bond [$1.5 - $1.6 Million] = construction
- Land already acquired
- AOBHS would lease the building from County
- AOBHS would cover the debt service on the bond and other related expenses to the ownership and operation of the building
- NO additional debt millage
- GO Bond would require an ordinance
- After the final bond payment is satisfied, the County would deed the building to AOBHS for a nominal fee.

Mr. McCall questioned if Council could fund from available fund balance and not take out an additional bond.

Mr. Moulder noted that he would recommend a design build process for this project and that with any county involvement it would also require that all county procurement guidelines / bid processes be followed.

Questions arose regarding the ability to add on to the existing building. Ms. Beck addressed concerns with the current facility [concrete block, plumbing in ceilings, foundation leaks] that would be ongoing even with enlarging the facility. She stated that the owner of the facility offered to sell it to AOBHS but she declined the offer.

Old Courthouse

Mr. Moulder noted that information gathering and review by staff and the attorney regarding the Memorandum of Understanding submitted for consideration by Mr. Frank Warlick, Red Clay Development, is ongoing and a report will be forthcoming in the future.

Joseph Sullivan Center

Mr. McCall asked staff if representatives from the Joseph Sullivan Center had contacted the county regarding using two open offices in the Health Department Building. Mr. Moulder asked Ms. Amanda Brock, Executive Assistant, to address this issue. She stated that contact has been made and the Center was requested to submit a written proposal outlining their request. Ms. Brock noted that a response has not yet been received.

NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE MEETING
February 28, 2012

ACOG Presentation to Council / 208 Authority Options / Mr. Chip Bentley

Chip Bentley, ACOG Planning Services Director

Mr. Bentley initially provided an overview of the Clean Water Act that establishes the following:

- 208 Planning Agencies: ACOG is designated as a 208 planning agency in the upstate. The planning agencies assist in establishing management agencies who operate sewer. In addition, the planning agency is responsible for reviewing any proposed projects to ensure they conform to established plans for the area.
- 208 Management Agencies: Management agencies are established throughout the state by the Governor. Management agencies have the capability to build and operate sewer facilities. He stated that in Oconee County, the Oconee Joint Regional Sewer Authority [OJRSA] is the only designated 208 management agency.

Mr. Dexter summarized Oconee County's position at present as follows:

- Oconee County is prohibited from funding sewer projects with ad valorum taxes.
- The County has a relationship with the OJRSA through the SWAG Agreement by which the County pays $610,000 annually through 2038 for sewer projects [prioritized listing maintained with the SWAG agreement] in the unincorporated portions of the county.
- The County designated the OJRSA as the sole 208 Authority when it passed Ordinance 2009-12.

Mr. Dexter questioned Mr. Bentley if the County could either rescind or amend this ordinance to designate an additional agency[s] as 208 Authority for the unincorporated areas of Oconee County. Mr. Bentley stated the County could amend the ordinance to designate another 208 management authority[s].

Mr. Moulder noted *[with the proviso that the county attorney would need to verify his statement]* that the County is not prohibited from providing sewer; Oconee is only prohibited from funding with ad valorum taxes sewer projects. He stated that alternate funding mechanisms would need to be explored, i.e., grants, user fees, etc., however he felt in this economy that there would likely not be many sources for funding available.

Other Business

Mr. Dexter asked the Administrator if he could provide information for Council's consideration and possible action at a future meeting regarding a possible referendum question related to sewer for the 2012 General Election ballot.

Mr. Moulder stated he would draft a tentative time line and a summary of options for Council's consideration; noting that time is short to receive the Department of Justice's approval for a ballot question.

2012-2013 Revenues & Projections

Mr. Dexter turned the meeting over to Mr. Moulder who addressed the Committee utilizing a PowerPoint presentation and additional backup detailed material [copies filed with these minutes] highlighting the following areas:

- Cash Flow Projections for the General Fund
- Expenditure History
- Personnel Expenses
- Number of Personnel by Function
- Revenue History
- Millage Rate Trends
- Debt Margin
- Fund Balance Breakdown
- Capital Projects Fund
- Proposed Budget Calendar for FY 2011-2012: It was noted that the Budget Public Hearing noted on the calendar for June 12, 2012 will need to be rescheduled as Chambers will be utilized for primary election results. Ms. Hulse noted that Monday, June 11, 2012, was available. Mr. Moulder stated that the date would be reviewed and confirmed at a later date.
- Revenue Projections