



Public Comment

SIGN IN SHEET

September 16, 2014

6:00 PM

AGENDA ACTION ITEM

AGENDA ACTION ITEMS: Council will hear public comment during this portion of the meeting for Agenda Action Items on today's agenda only. Agenda Action Items are defined as Administrator Report Items, Ordinances, Resolutions, Proclamations, Action Items, advertised Old Business item, advertised New Business item and Recommendations from Committee ONLY. Combined the two Public Comment Sessions at this meeting are limited to a total of 40 minutes, 4 minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens failing to PRINT or list the specific **AGENDA ACTION ITEM** will not be called upon to address Council during this portion of the meeting.

| | FULL NAME | AGENDA ACTION ITEM |
|----|---------------|---------------------------|
| 1 | Ward Fetrow | Oconee Courthouse Venture |
| 2 | John Morrey | Millage / budget |
| 3 | TIM SCHROEDER | 2014-15 |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

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.

CHANGE THE COUNTY FOCUS

TO

- **RETIREMENT IN GENERAL / RETIREMENT COMMUNITIES**
- **TOURISM**
- **TRI-COUNTY TECH CAMPUS IN SENECA**

RETIREMENT POPULATION BRINGS TO THE COUNTY:

- **NEW HOMES**
- **DISPOSABLE INCOME**
- **CONSTRUCTION JOBS**
- **DEMANDS FOR FOOD SERVICES, LANDSCAPING SERVICES, ETC**
- **NEW AUTO SALES**
- **BOAT SALES**
- **HIGHER THAN AVERAGE TAX BASE**
- **LESS CRIME**

○ **NO CHILDREN TO
EDUCATE**

TOURISM \$ SPECIAL EVENTS BRINGS

- **NO LOAD ON THE INFRASTRUCTURE**
- **\$ SPENT ON FOOD, LODGING, SERVICES, ETC**

Find Jobs Find Resumes Employers Post Job

Post your resume Sign In

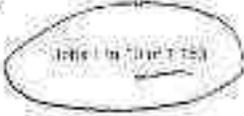


what: where: Oconee County, SC

Find Jobs Advanced Search

Jobs in Oconee County, SC

Upload your resume - let employers find you



Get new jobs for this search by email

Sort by: relevance - desc

My email:

Distance: within 25 miles

Activate

Salary Estimate

- \$50,000 - \$80,000
\$50,000 - \$55,000
\$70,000 - \$80,000
\$70,000 - \$85,000
\$71,000 - \$85,000

You can cancel your email alerts at any time.

Job

Compare with Oconee County, SC jobs

Company



Location

CLEMSON UNIVERSITY
85 reviews
A top-25 public university with a reputation for excellence, Clemson University provides a hands-on education.

Job Type

CLEMSON UNIVERSITY is hiring Supply Spec III

Employer/Recruiter

Equipment Operator II

Water Resources Extension Agent, Assistant (Sumter, SC)

Program Assistant (Greenville)

Clemson University 88 reviews - Clemson, SC
Full/Part Time: Part-Time Regular/Temporary: Temporary POSITION DESCRIPTION: 1. JOB PURPOSE Assist County Extension office by assisting presence in... \$13 an hour Sponsored by Clemson University - 8 days ago

Regulatory Specialist

Clemson University 88 reviews - Clemson, SC
Full/Part Time: Part-Time Regular/Temporary: Regular POSITION DESCRIPTION: 1. JOB PURPOSE The Regulatory Specialist is responsible for the investigation... \$37,945 - \$41,600 a year Sponsored by Clemson University - 18 days ago

Health Information Clerk

Seneca, Seneca, SC - Seneca, SC 29878
Health Information Clerk Description Summary Responsible and accountable for the record keeping procedures and storage of all medical records in a manner... SenecaSeneca - 1 day ago - seneca100-2028 - email-10028

Scheduler

Seneca, Seneca, SC - Seneca, SC 29878
Scheduler Description Summary Responsible for maintaining the employee schedules for the facility in accordance with state, company and facility guidelines to... SenecaSeneca - 1 day ago - seneca100-2028 - email-10028

Administrative Specialist II - Seneca Health Department

State of South Carolina 15 reviews - Oconee County, SC
1. Provides Client Services a. Meets, interviews and directs public health clients per program policies, b. Processes information, completes medical records. \$21,484 - \$30,754 a year 8 days ago - state100-2028 - email-10028

Supervisor, Full-Time

Barnes & Noble College 638 reviews - Clemson, SC
Supervisor Salary Commensurate with Experience We're looking for people with prominent retail work experience who want to work and be part of a premier... 3 days ago - barnes100-2028 - email-10028

Office Assistant

Cannon Memorial Hospital 6 reviews - Provena, SC
Responsible for greeting patients and obtaining demographic and financial information, receiving payments, updating computer information, keeping track of the... 1 day ago - cannon100-2028 - email-10028

Nuclear Planner - Oconee

Duke Energy 151 reviews - Seneca, SC
Depending upon the desired qualifications of the successful candidate, the hiring manager may elect to fill this position at a higher level within the job. 3 days ago - duke100-2028 - email-10028

Customer Service Associate II

Lowe's 6,277 reviews - Seneca, SC
Responsible for providing quick, friendly customer service by answering customers questions, providing product assistance and keeping shelves stocked. 2 days ago - lowes100-2028 - email-10028

Landscape Apprentice

Clemson University 88 reviews - Clemson, SC 29831
Full/Part Time: Full-Time Regular/Temporary: Regular POSITION DESCRIPTION: 1. JOB PURPOSE Under direct supervision performs landscape maintenance tasks. 8 days ago - clemson100-2028 - email-10028

Retail Grocers / Sales Representative / Sales Executive

Mega 19 reviews - Seneca, SC
Job Description Job Title: Retail Grocers / Sales Representative Location: Seneca, SC Duration: 4+ Months This Grocer position will demonstrate high energy.





PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

September 16, 2014

6:00 p.m.

Ordinance 2014-11 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2014-16 "AN ORDINANCE AMENDING THE OCONEE COUNTY CODE OF ORDINANCES, **ARTS AND HISTORICAL COMMISSION**; REVISING CHAPTER 2, ARTICLE IV, DIVISION 4, SECTIONS 321-326; AND OTHER MATTERS RELATED THERETO"

Ordinance 2014-21 "AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY AND FROM OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO" *(Hansen Rural Water Property 17.60 acres)*

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

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

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

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

| | Ordinance # | 2014-11 | 2014-16 | 2014-21 |
|-----|--------------------|---------|---------|---------|
| 1. | BEN TURETZKY FOLKS | ✓ | | |
| 2. | Bozo / CW RICHARDS | ✓ | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |

| Ordinance # | 2014-11 | 2014-16 | 2014-21 |
|-------------|---------|---------|---------|
| 15. | | | |
| 16. | | | |
| 17. | | | |
| 18. | | | |
| 19. | | | |
| 20. | | | |
| 21. | | | |
| 22. | | | |
| 23. | | | |
| 24. | | | |
| 25. | | | |
| 26. | | | |
| 27. | | | |
| 28. | | | |
| 29. | | | |
| 30. | | | |
| 31. | | | |
| 32. | | | |
| 33. | | | |
| 34. | | | |
| 35. | | | |
| 36. | | | |
| 37. | | | |
| 38. | | | |
| 39. | | | |
| 40. | | | |
| 41. | | | |
| 42. | | | |
| 43. | | | |
| 44. | | | |
| 45. | | | |

Beth Hulse

From: Josh Stephens
Sent: Tuesday, September 16, 2014 10:12 AM
To: Beth Hulse
Subject: FW: Zoning appeal

From: Gibson, Joshua H [mailto:Joshua.Gibson@duke-energy.com]
Sent: Tuesday, September 16, 2014 10:09 AM
To: Josh Stephens
Subject: Zoning appeal

Josh,
Per our conversation..

We have requested rezoning of our 7.5 acre property from lake residential to residential for the following reasons:
To have the ability and options for producing organic vegetable crops for family use.
To have the ability and options for growing organic fruits (grapes, apples etc) for family use.

Our intent is to have options to use the land for small farming activities to provide food for our family. This land has been in our family and used for gardening/farming for 30+ years.

Thank you for your consideration.
-Josh and Crystal Gibson

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2014-11**

AN ORDINANCE TO AMEND CHAPTER 38 “ZONING” OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, 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, finally 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 Chapter 38 of the Oconee Code of Ordinances, 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 Chapter 38, 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 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 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 Lake Residential District (LRD), and duly identified on the Official Zoning Map to be in the Lake Residential 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)

| | | |
|---------------|---------------|---------------|
| 099-00-01-003 | 099-00-01-032 | 099-00-01-002 |
|---------------|---------------|---------------|

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. 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 16th day of September, 2014.

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: July 15, 2014
Second Reading: August 19, 2014
Public Hearing: September 16, 2014
Third Reading: September 16, 2014

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2014-16**

AN ORDINANCE AMENDING THE OCONEE COUNTY CODE OF ORDINANCES “ARTS AND HISTORICAL COMMISSION”; REVISING ARTICLE IV, DIVISION 4, SECTIONS 321-326 OF CHAPTER 2 OF THE CODE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), enlarged the Oconee County Arts and Historical Commission (the “Commission”) by enactment of Oconee County Ordinance No. 1985-11, finally enacted on October 1, 1985, and subsequently codified in Division 4 of Article IV of Chapter 2 (the “Division”) of the Oconee County Code of Ordinances (the “County Code”), in order to provide certain arts and historical planning advice and plans to County Council; and

WHEREAS, the Commission has rewritten the Division in order to amend and clarify the mission, procedures, membership and duties of the Commission; and

WHEREAS, as a result thereof, Oconee County Council desires and intends to revise and restate all of Division 4 of Article IV of Chapter 2 of the County Code, to include the revisions proposed by the Commission:

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

1. Division 4 of Article IV of Chapter 2 of the County Code is hereby revised and rewritten to read:

2-321. PURPOSE OF DIVISION

The purpose of this Division is to identify the Oconee County Arts and Historical Commission (the “Commission”), and its membership, rules, regulations, requirements, mission, and duties. The Commission shall assist and/or provide for the identification, evaluation and protection of artistic, cultural and historical resources; raise community awareness; and serve as the County’s primary resource in matters of art, history, historic planning and preservation.

2-322. MEMBERSHIP

1. The Commission shall consist of seven (7) members, selected and appointed by a majority vote of Oconee County Council, with one member being selected from each of the five (5) Council districts and two (2) members selected at large, without regards to district of residence. All residents must reside within Oconee County.
2. Composition of the Commission
 - a. All members of the Commission must have a demonstrated interest in the cultural and/or historical environment of Oconee County.
 - b. In addition, the Commission may recommend to County Council the addition of ex-officio, non-voting members from the professional Arts and Historical community such as museums, art or cultural organizations, performing arts organizations, etc.

2-323. TERM AND ATTENDANCE OF MEMBERS.

1. Members will serve for four (4) year terms.
 - a. All terms by Council district will be co-terminus with their associated County Council member. The at-large members will serve staggered terms, such that one will be elected with each general election in which County Council members are elected.
 - b. No member may serve more than two full four-year terms consecutively, after which such a member must observe a minimum of a one-year furlough from service on such board before being eligible for reappointment for up to another two consecutive terms. A partial term, either as a result of a short term to establish staggered terms, or as a result of appointment to complete an unexpired term of another member, shall be deemed a full four-year term.
2. Attendance of Members
 - a. All members shall attend regularly scheduled meetings, noticed at the beginning of each year in accordance with Section 2-241 of this Article IV. If or in the event any member of the Commission shall fail to attend fifty percent (50%) of the regularly scheduled meetings within a period of twelve (12) calendar months, he or she shall be deemed to have resigned his or her position or may be replaced without notice by action of County Council, as with any resigned member. Provided, however, if such absences are excused by the Chairperson and the Administrator, then this provision may be waived by County Council.
 - b. Members of the Commission may be removed at any time by majority vote of County Council, or may resign at any time.

2-324. ORGANIZATION; MEETINGS; OFFICERS; QUORUM

- a. The Commission shall have regular scheduled meetings every other month, at a time and place selected by the membership, and noticed at the beginning of the year in accordance with the South Carolina Freedom of Information Act ("FOIA"). Other meetings may be called by the Chairman or staff as needed to conduct business, and must comply with FOIA.
- b. At the January meeting of each even-numbered year, there shall be elected, by the members, in accordance with the Model Rules of Parliamentary Procedures of the South Carolina Association of Counties, a Chairman, Vice-Chairman and a Secretary. Officers shall serve for a period of two (2) years or until their successors are duly elected.
- c. A quorum for purposes of a meeting shall be a simple majority of the seven (7) members eligible to vote at a meeting. Should there be less than seven (7) members on the Commission at any given time, a quorum of four (4) shall still be required to conduct a meeting. A quorum is necessary to transact any official business.

2-325. POWERS AND DUTIES

The duties of the County Arts and Historical Commission shall be, *inter alia*, as follows:

1. To identify, promote and actively encourage the conservation and interpretation of the County's artistic, historic and cultural resources.
2. To serve in an advisory role to Oconee County Council on any matter concerning the encouragement and/or protection of the artistic, historic and culture resources and the enjoyment thereof by the citizens and visitors, and as to the designation and preservation of historical sites and structures within the County.
3. To formulate plans and recommend their implementation to County Council for education of the citizens of the County as to the artistic, cultural and historical significance of sites and resources within the County.
4. To plan and encourage the citizens to support the establishment and maintenance of museums within Oconee County.
5. To assist and encourage associations involved with the arts and humanities in the County and to recommend to County Council the feasibility of new or proposed facilities within Oconee County.
6. To maintain a current database of artistic, cultural and historic outlets in Oconee County.
7. To facilitate the installation and maintenance of historical markers in Oconee County including a database of location, text and maintenance schedule.
8. To encourage, support and facilitate artistic, cultural and historic presence in public spaces.
9. To promote artistic, cultural and heritage tourism for Oconee County.
10. To participate in the formulation of the budget and budgetary appropriations affecting the areas of concern of this Commission.

2-326. SALARIES AND FUNDING

Members of the Oconee County Arts and Historical Commission shall not receive any salary for service on the Commission.

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.

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 16th day of September, 2014.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: August 19, 2014
Second Reading: September 2, 2014
Public Hearing: September 16, 2014
Third Reading: September 16, 2014

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 16 2014
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Third Reading of Ordinance 2014-21 "AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY AND FROM OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO" [PIONEER RURAL WATER PROPERTY +/- 60 ACRES]

BACKGROUND DESCRIPTION:

This ordinance is dealing with the conveyance of land adjacent to the Golden Corner Commerce Park (GCCP) to the Pioneer Rural Water District. After appropriate surveying and inclusion of necessary easements, the total acreage being sold to Pioneer is 60.59. Pioneer has plans to construct a water treatment facility on-site to enhance their service delivery for southern Oconee County. The acreage being conveyed from the County to Pioneer is "outside the GCCP."

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

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

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS

---A recently completed survey depicting the acreage proposed for the transfer of land.

STAFF RECOMMENDATION [Brief Statement]:

Approve Ordinance 2014-21 at third and final reading.

Submitted or Prepared By:



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
OCONEE COUNTY
ORDINANCE 2014-21**

AN ORDINANCE AUTHORIZING THE TRANSFER AND
CONVEYANCE OF CERTAIN REAL PROPERTY BY AND
FROM OCONEE COUNTY, SOUTH CAROLINA; AND OTHER
MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property; and

WHEREAS, the County is the owner of that certain piece, parcel or tract of land situate in the County consisting of approximately [60] acres (the "Property") and being more fully shown and designated on survey of _____ prepared for the County dated _____ ("Survey"), a copy of which Survey is now before the County Council of the County (the "County Council") and is attached hereto as Exhibit A; and

WHEREAS, Pioneer Rural Water District ("Pioneer") wishes to acquire from the County, and the County wishes to convey to Pioneer, the Property for the purpose of allowing Pioneer to construct thereon a potable water treatment facility to be connected to and operated as part of Pioneer's waterworks system (such acquisition and conveyance, the "Transfer"), subject to and in accordance with the terms and provisions of a Purchase and Sale Agreement ("Purchase Agreement"), the form of which is now before the County Council and is attached as Exhibit B hereto; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA AS FOLLOWS:

Section 1. Approval of Transfer. County Council hereby approves the Transfer, subject to and in conformity with the provisions of the Purchase Agreement in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County.

Section 2. Execution and Delivery of Purchase Agreement. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Purchase Agreement on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel.

Section 3. Execution and Delivery of Deed and Other Transfer Documents. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the Property to Pioneer in accordance with the provisions of the Purchase Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the County Council.

DONE AND ENACTED by the County Council of Oconee County, South Carolina, this 16th day of September, 2014.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

First Reading: August 19, 2014
Second Reading: September 2, 2014
Public Hearing: September 16, 2014
Third Reading: September 16, 2014

EXHIBIT A

Survey

[see attached]

EXHIBIT B

Purchase Agreement

[see attached]

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of _____, 2014 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller"), and **PIONEER RURAL WATER DISTRICT** ("Purchaser").

RECITALS

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land ("Land") consisting of approximately [60] acres and being more fully shown and described on survey of _____ prepared for the County dated _____, 2014 ("Survey"), a copy of which Survey is attached as Exhibit A hereto and incorporated herein by reference; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a potable water treatment facility (the "Water Facility") thereon.

C. Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to purchase and acquire the Property from Seller, subject to the terms and conditions of this Agreement.

AGREEMENT

1. SALE OF PROPERTY.

1.1. Consideration. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** ("Purchase Price"), which Purchase Price shall be paid by Buyer to Seller in full in good funds at Closing (as defined below), and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described below ("Property") to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. The Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions ("Appurtenant Rights");
- (c) All improvements on or within the Land, if any ("Improvements").

2. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement,

Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

2.4. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.5. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialman's lien, or other similar lien shall be of record against the Property as of Closing.

2.6. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.7. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

(a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or

(b) Violate any restriction to which Seller is subject, or

(c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or

(d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

2.8. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

2.9. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property.

2.10. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

2.11. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring ninety (90) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed

with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser. Without limitation of Purchaser's right to obtain its own survey, Seller agrees to obtain and provide a boundary survey of the Property to Purchaser at Seller's cost and expense within thirty (30) days after the Effective Date.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

3.2. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

3.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 6.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject to encumbrances and title exceptions acceptable to Purchaser or which are matters of public record not objected to by Purchaser during the Review Period. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. CLOSING. The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than _____, 2014. The Closing shall take place at the offices of Purchaser's counsel:

Nelson Mullins Riley & Scarborough, LLP
104 S. Main Street, Ste. 900
Greenville, SC 29601

5. PRO-RATED ITEMS AND ADJUSTMENTS. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey of the Property prepared at Purchaser's request. Seller shall obtain and provide at Seller's cost and expense a boundary survey of the Property within thirty (30) days after the Effective Date as set forth in Section 3.1(c) above. Purchaser shall pay all deed recording fees (formerly known as documentary tax stamps) and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby.

6. SELLER'S DELIVERIES. In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

6.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.
- (c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

6.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

- (a) A limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement. The County may, at its option, include in the above described limited warranty deed certain restrictions limiting the use of the Property to the construction and operation of the Water Facility and prohibiting sale of the Property or any part thereof by Purchaser to a person or entity other than Seller until such time as construction of the Water Facility has been completed and the Water Facility is operational.
- (b) An Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose

of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property.

7. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

8. COMMISSIONS.

8.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

9. DEFAULT.

9.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

9.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

10. CONSTRUCTION OF WATER INFRASTRUCTURE FACILITY.

10.1. Construction of Water Infrastructure Facility. Seller acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser build and commence operation of the Water Facility and any necessary ancillary improvements on the Property. Purchaser hereby covenants and agrees that it will diligently proceed with construction of, and commence operation of, the Water Facility as quickly as is reasonably practicable following Closing, and acknowledges that its agreement to construct and operate the Water Facility on the Property is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement. Purchaser covenants and agrees not to use the Property for any purpose other than the construction, maintenance and operation of the Water Facility, and not to sell, grant, bargain, convey or encumber the Property, any portion thereof, or any interest therein, prior to completing construction and installation of the Water Facility.

10.2. Attorney's Fees. If the Seller retains an attorney to enforce Section 10.1 of this Agreement, the Seller shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred through litigation and all appeals.

11. MISCELLANEOUS

11.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

11.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Water Facility, shall survive the Closing.

11.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

11.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

11.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

11.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

11.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

11.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

Pioneer Rural Water District

Attn.: _____

With a Copy to:

Nelson Mullins Riley & Scarborough, LLP

104 S. Main Street, Suite 900

Greenville, South Carolina 29601

Attn.: D. Sean Faulkner, Esq.

(b) If to Seller:

Oconee County, South Carolina

Attn.: Oconee County Administrator

415 South Pine Street

Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.

104 S. Main Street, Suite 700

Greenville, South Carolina 29601

Attn.: Thomas L. Martin, Esq.

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

11.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

11.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[execution pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURCHASER:

PIONEER RURAL WATER DISTRICT

By: _____
Its: _____

Exhibit A

Survey

[see attached]

**OCONEE COUNTY
STATE OF SOUTH CAROLINA
ORDINANCE 2014-20**

**AN ORDINANCE TO AMEND CHAPTER 20 OF THE
OCONEE COUNTY CODE OF ORDINANCES TO
PROVIDE FOR THE ADOPTION OF SOUTH CAROLINA
CODE OF LAWS, 1976, AS AMENDED: SECTION 4-9-145,
ENTITLED *LITTER CONTROL OFFICERS; CUSTODIAL
ARREST AUTHORITY; NUMBER OF OFFICERS; POWERS
AND DUTIES*, AND SECTION 56-7-80, ENTITLED
COUNTY OR MUNICIPAL UNIFORM ORDINANCE
SUMMONS, AS PART OF SUCH AMENDED CHAPTER 20;
AND OTHER MATTERS RELATED THERETO**

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

WHEREAS, it has come to the attention of the County Council that State law authorizes counties to adopt by ordinance Section 4-9-145 of the of the South Carolina Code of Laws, 1976, as amended (the "Code"), entitled *Litter control officers; custodial arrest authority; number of officers; powers and duties*, and upon its successful adoption the County Council may appoint and commission as many County code enforcement officers, including, without exception, litter control officers in limited numbers, as may be necessary for the proper security, general welfare, and convenience of the County; and,

WHEREAS, due to the aforementioned, the County Council finds that there is a need to amend the Code of Ordinances to provide for the adoption of Section 4-9-145 of the Code to provide the County the ability to appoint and commission as many County code enforcement officers and litter control officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

WHEREAS, it has also come to the attention of the County Council that State law authorizes counties to adopt by ordinance Section 56-7-80 of the Code, entitled *County or municipal uniform ordinance summons*, as part of such Chapter 20, and upon its successful adoption any County law enforcement or County commissioned code enforcement officer is authorized to use a uniform ordinance summons for the enforcement of County laws; and,

WHEREAS, due to the aforementioned, the County Council further finds that there is also a need to amend the Code of Ordinances to provide for the adoption of Section 56-7-80 of the Code to provide any County law enforcement or County commissioned code enforcement

officer the authority to use a uniform ordinance summons for the enforcement of County laws. An example of a uniform ordinance summons which may be used as a guideline for uniform ordinance summonses in the County is attached hereto as **Exhibit A**, and it is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, due to the aforementioned, the County Council further finds that the appropriate place to codify the newly enacted provisions adopting Section 4-9-145 of the Code and Section 56-7-80 of the Code, is in the currently existing Chapter 20 of the Code of Ordinances, entitled *Offenses And Miscellaneous Provisions*; and,

WHEREAS, due to the foregoing, the County Council further finds, for simplicity and to clarify the guidelines, procedures, and laws set forth in the Code of Ordinances applicable to County government, there is a need to amend and rewrite the entirety of the currently existing Chapter 20 of the Code of Ordinances, and replace it with a rewritten and renamed Chapter 20 of the Code of Ordinances, to be entitled *Law Enforcement*, which will include the newly enacted provisions adopting Section 4-9-145 and Section 56-7-80 of the Code. A copy of the rewritten and renamed Chapter 20 of the Code of Ordinances is attached hereto as **Exhibit B**, and it is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, based on the totality of the above findings of fact, the County Council hereby desires to amend the Code of Ordinances to: first (1) adopt Section 4-9-145 of the Code; second (2) adopt Section 56-7-80; and third (3) amend the currently existing Chapter 20 of the Code of Ordinances, to amend rewrite, and rename the entirety of the currently existing Chapter 20 of the Code of Ordinances, and replace it with the rewritten and renamed Chapter 20 of the Code of Ordinances, which will include the newly enacted provisions, adopting Section 4-9-145 of the Code and Section 56-7-80 of the Code:

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

1. It is the specific intent of the County Council to enact this Ordinance in accordance with, and empowered by, the Constitution and general laws of the State.
2. The statements of fact and policy from the preamble of this Ordinance are hereby adopted as findings of fact by the County Council, in their entirety, and they are hereby adopted by reference as part of the ordaining language of this Ordinance, as fully as if set forth verbatim herein.
3. The County hereby adopts Section 4-9-145 of the Code, entitled *Litter control officers; custodial arrest authority; number of officers; powers and duties*.
4. The County hereby adopts Section 56-7-80 of the Code, entitled *County or municipal uniform ordinance summons*. **Exhibit A** to this Ordinance is an example of a uniform ordinance summons which may be used as the guideline for uniform ordinance summonses in the County, and it is hereby incorporated by reference as fully as if set forth verbatim herein.

5. The entire content of the currently existing Chapter 20 of the Code of Ordinances, entitled *Offenses And Miscellaneous Provisions*, is hereby amended, rewritten, and replaced in its entirety with the rewritten and renamed Chapter 20 of the Code of Ordinances, now entitled *Law Enforcement*, which includes the newly enacted provisions adopting Section 4-9-145 of the Code, and Section 56-7-80 of the Code. A copy of the rewritten and renamed Chapter 20 of the Code of Ordinances is attached hereto as **Exhibit B**, and it is hereby incorporated by reference as fully as if set forth verbatim herein.
6. The County Administrator, upon the advice and recommendation of the County Attorney, is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
7. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination should not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
8. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** or **Exhibit B** attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
9. All other terms, provisions, sections, and contents of the Code of Ordinances not specifically affected hereby shall remain in full force and effect.
10. This Ordinance shall take effect, and be in full force and effect, from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Ordained in meeting, duly assembled, this _____ day of _____, 2014.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: September 2, 2014
Second Reading: September 16, 2014
Third Reading: _____
Public Hearing: _____

UNIFORM ORDINANCE SUMMONS NO. _____

COUNTY/CITY OF _____ **VERSUS**

Last Name _____ **First Name** _____ **Middle Name** _____

Street Address _____ **City** _____ **State** _____ **Zip Code** _____

Birth Date _____ **Race** _____ **Sex** _____ **Ht.** _____ **Wt.** _____ **Hair** _____ **Eyes** _____

YOU ARE SUMMONED TO APPEAR BEFORE THE COURT

Magistrate A.M.
 Municipal Judge P.M.

Trial Date _____ **Trial Time** _____

Street Address _____ **Room** _____ **City** _____

Mailing Address (if different) _____ **City** _____ **SC** _____ **Zip Code** _____

FOR A TRIAL CONCERNING VIOLATION OF

County/City of _____

Ordinance Sec. No. _____ **Ordinance Description** _____

A.M. P.M.

Citation Date _____ **Citation Time** _____ **Citation Location** _____

If different from citation date:

A.M. P.M.

Violation Date _____ **Violation Time** _____ **Violation Location** _____

Issuing Officer _____ **Title/Rank** _____ **Bond Amount** \$ _____

NOTICE TO DEFENDANT

The Issuing Officer May Not Accept Bond.

You have the following options regarding the case against you:

1. You may post bond by delivering cash to the court address shown on this summons prior to the trial date.
2. You may post bond by mailing a personal money order, cashier's check, or certified check, to the court address shown on this summons. **DO NOT SEND CASH OR PERSONAL CHECKS THROUGH THE MAIL.** Checks or money orders shall be made payable to _____ . Do not to enclose the summons number at the top of this summons and the issuing officer's name. **It is your responsibility to ensure that your bond posted by mail is received by the court prior to your trial.**
3. Posting a bond prior to the trial is no way of losing your right to a trial on the charges made against you. You may have trial by the judge at the set, paid time or, if you make a written request prior to trial, by jury.

The court may impose a fee which is greater than or lesser than the amount of bond shown on the front of this summons. If you have posted bond prior to the set and paid trial date and do not appear in court, your bond may be forfeited.

FAILURE TO APPEAR BEFORE THE COURT WITHOUT FIRST HAVING POSTED BOND OR WITHOUT HAVING BEEN GRANTED A CONTINUANCE BY THE COURT IS A MISDEMEANOR PUNISHABLE BY A FINE OR UP TO 30 DAYS OR BOTH AND MAY BE SUBJECT TO 30 DAYS.

DEPENDANT COPY © Copyright, SCAC, 2006
ALL RIGHTS RESERVED

EXHIBIT A

| | | | |
|---|---|---|-------------------------------------|
| UNIFORM ORDINANCE SUMMONS NO. _____ | | | |
| COUNTY/CITY OF _____ | | VERSUS _____ | |
| Last Name | First Name | Middle Name | |
| Street Address | City | State | Zip Code |
| Birth Date | Race | Sex | Ht. Wt. Hair Eyes |
| YOU ARE SUMMONED TO APPEAR BEFORE THE | | | |
| <input type="checkbox"/> Magistrate | | | A.M. <input type="checkbox"/> |
| <input type="checkbox"/> Municipal Judge | | | P.M. <input type="checkbox"/> |
| | Trial Date | Trial Time | |
| Street Address | Race | City | |
| | | SC | |
| Mailing Address (if different) | City | Zip Code | |
| FOR A TRIAL CONCERNING VIOLATION OF | | | |
| County/City of _____ | | | |
| Ordinance Sec. No. | Ordinance Description | | |
| | A.M. <input type="checkbox"/> | | |
| | P.M. <input type="checkbox"/> | | |
| Citation Date | Citation Time | Citation Location | |
| If different from citation date: | | | |
| | A.M. <input type="checkbox"/> | | |
| | P.M. <input type="checkbox"/> | | |
| Violation Date | Violation Time | Violation Location | |
| Issuing Officer | Title/Rank | Bond Amount | |
| § _____ | | | |
| Bond Received | Date | Received by | |
| Presiding Judge | | Disposition Date | |
| Defendant | <input type="checkbox"/> Did Not | <input type="checkbox"/> Did Appear | |
| <input type="checkbox"/> Forfeited Bond | <input type="checkbox"/> Dismissed | <input type="checkbox"/> Nolle Prosequi | |
| <input type="checkbox"/> Plea Guilty | <input type="checkbox"/> Nolle Contendere | | |
| <input type="checkbox"/> Bench Trial | <input type="checkbox"/> Jury Trial | <input type="checkbox"/> Guilty | <input type="checkbox"/> Not Guilty |
| § _____ | § _____ | § _____ | § _____ |
| Fine Imposed | Suspended | Assessments | Total Collected |
| Jail Term | Suspended | Committed to | |
| Certified Correct by _____ | | | Date _____ |
| COURT COPY | | | |
| © Copyright, 1988, Inland ALL RIGHTS RESERVED | | | |

EXHIBIT A

Page Three of Three

| | | | | | | |
|---|--|-------------------------------------|---|-------------|------------|-------------------------------|
| UNIFORM ORDINANCE SUMMONS NO. _____ | | | | | | |
| COUNTY/CITY OF _____ VERSUS | | | | | | |
| Last Name | | First Name | | Middle Name | | |
| Street Address | | City | | State | Zip Code | |
| Birth Date | Race | Sex | Hr. | Wt. | Hair | Eyes |
| YOU ARE SUMMONED TO APPEAR BEFORE THE | | | | | | |
| <input type="checkbox"/> Magistrate | | | | | | A.M. <input type="checkbox"/> |
| <input type="checkbox"/> Municipal Judge | | | | | | P.M. <input type="checkbox"/> |
| | | | Trial Date | | Trial Time | |
| Street Address | | Room | City | | | |
| Mailing Address (if different) | | City | | | Zip Code | |
| FOR A TRIAL CONCERNING VIOLATION OF: | | | | | | |
| County/City of _____ | | | | | | |
| Ordinance Sec. No. | Ordinance Description | | | | | |
| | | | | | | A.M. <input type="checkbox"/> |
| | | | | | | P.M. <input type="checkbox"/> |
| Citation Date | Citation Time | | Citation Location | | | |
| If different from citation date: | | | | | | |
| | | | | | | A.M. <input type="checkbox"/> |
| | | | | | | P.M. <input type="checkbox"/> |
| Violation Date | Violation Time | | Violation Location | | | |
| Issuing Officer | Title/Rank | | Bond Amount | | | |
| \$ | | | | | | |
| Bond Received | Date | Received by | | | | |
| Presiding Judge | Disposition Date | | | | | |
| Defendant | <input type="checkbox"/> Did Not | <input type="checkbox"/> Did Appear | | | | |
| <input type="checkbox"/> Forfeited Bond | <input type="checkbox"/> Dismissed | | <input type="checkbox"/> Nolle Prosequi | | | |
| <input type="checkbox"/> Pled Guilty | <input type="checkbox"/> Nolo Contendere | | | | | |
| <input type="checkbox"/> Bench Trial | <input type="checkbox"/> Jury Trial | <input type="checkbox"/> Guilty | <input type="checkbox"/> Not Guilty | | | |
| \$ | \$ | \$ | \$ | | | |
| Fine Imposed | Suspended | Assessments | Total Collected | | | |
| Jail Term | Suspended | | Committed to | | | |
| Certified Correct by | Date | | | | | |
| OFFICE COPY © Copyright, SCAC, 1998 ALL RIGHTS RESERVED | | | | | | |

EXHIBIT B

Rewritten and renamed Chapter 20, entitled *Law Enforcement* of the Oconee County Code of Ordinances, adopted as of _____, 2014 by Ordinance 2014-20.

“Chapter 20 - LAW ENFORCEMENT

ARTICLE I. OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 20-1. Worthless check unit.

- (a) It is agreed by and between the Solicitor of the 10th Judicial Circuit (the "solicitor") and 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 the county governing body of the County ~~of Oconee~~, the Oconee County Council (the "county council"), and, for purposes of the execution and implementation of this ~~Agreement~~ Section, acting by and through the ~~Oconee~~ County Administrator (the "administrator"), that the solicitor ~~may~~ establish ~~an Oconee County~~ a Worthless Check Unit (the "unit"), in ~~Oconee~~ the County, for the purpose of processing worthless checks and to assist the victims of worthless check cases in the collection of restitution in the County ~~of Oconee~~. The establishment of this unit is pursuant to and in accordance with S.C. Code 1976, § 17-22-710, as amended ~~(the "code")~~.
- (b) The solicitor ~~may~~ establish and implement a fee schedule in accordance with the provisions contained in S.C. Code 1976, § 17-22-710.
- (c) The ~~amount of \$41.00, which is the~~ amount of allowable administrative costs contained in S.C. Code 1976, § 34-11-70(c) ~~of the Code~~, at any given time, must be added to the ~~worthless check~~ unit fee, collected, and remitted monthly to the county treasurer ~~for~~ deposit in the county general fund.
- (d) All fees, other than court costs and the allowable administrative costs addressed herein, shall be collected and transferred monthly to an account maintained by the ~~Oconee~~ County Treasurer, known as the worthless check fund, to be created, maintained, and drawn upon under and pursuant to S.C. Code 1976, § 17-22-710(B), which shall be applied first to defray the costs of operation of the ~~worthless check~~ unit and the balance to pay for the normal operating expenses of the solicitor's office.
- (e) ~~During the initial three years of operation, on all collected check cases, one-half~~ One-half of the administrative costs collected pursuant to subsection 34-11-70(c) and this ~~agreement~~ Section shall automatically be transferred by the ~~Oconee~~ County Treasurer from the county general fund to the solicitor's worthless check fund, monthly, for the use of the solicitor in the establishment of the ~~worthless check~~ unit, as directed by the solicitor, in accordance with the law. The balance of the administrative costs will remain deposited with the county general fund.

- (f) All funds collected and deposited into the worthless check fund shall be applied first to defray the costs of operation of the ~~worthless check~~ unit. The solicitor may use the balance, if any, to pay the normal operating expenses of the solicitor's office.
- (g) The funds generated pursuant to S.C. Code 1976, § 17-22-710, and this ~~agreement~~ Section shall not be used to reduce the amount otherwise budgeted by the county to the solicitor's office.
- (h) Withdrawals from the worthless check fund shall be made only at the request of the solicitor.
- (i) The solicitor shall maintain an account for the purpose of collection and disbursement of restitution funds collected for the benefit of the victims of the worthless check crimes for which the money was collected. The ~~worthless check~~ unit shall disburse to the victim all restitution collected in connection with the original complaint filed.
- (j) If the victim cannot be located after a reasonable time, not to exceed one (1) year after completion or termination of the applicable case from the ~~worthless check~~ unit and upon diligent efforts to locate him, the restitution collected for the victim must be transferred to the general fund of the county. Any claims for restitution funds already transferred to the general fund of the county pursuant to this ~~subsection of this agreement~~ Section shall be the responsibility of the county and, if paid, shall be paid from the general fund of the county.

~~That this agreement shall take effect on the date that it is signed and shall be for the term of three years from that date. This agreement shall be automatically renewed each year thereafter, on the annual anniversary date of its original execution, except both parties reserve the right to cancel this agreement at any time upon 90 days written notice given to the other.~~

Sec. 20-2. Solicitation on highway right-of-way and medians.

(a) *Purpose of section.* The purpose of this section is to prevent danger to persons and property, to prevent delays, and to avoid interference with the traffic flow. Intersections that have center medians often are designed to deal with specific traffic flow problems. Any delay or distractions may interfere with traffic planning. Persons standing near intersections and near traffic lights to contact drivers or passengers in vehicles that are passing or that are temporary stopped due to traffic lights, may interfere with such traffic planning.

(b) *Scope.* This section shall apply to all county, state and federal roadways located within the unincorporated areas of the county.

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

Center median means any area in the middle of any street, road or highway, designed to provide a barrier to keep traffic on one side of the street from going onto the other side of the street, in the unincorporated areas of the County. A center median may be a raised concrete strip or a grass strip.

Highway means any paved or gravel road that is maintained by any county, state or federal agency, in the unincorporated areas of the County.

(d) *Prohibited acts.*

- (1) No person shall stand or stay on any center median, for the purpose of soliciting contributions of any kind for an organization. No person shall stand or stay on the center median strip for the purpose of selling, offering for sale, or advertising any product, property, or service.
- (2) Center medians shall only be used by people on foot for one of the following purposes:
- a.) To deal with an emergency situation.
 - b.) A pedestrian crossing a street or highway may remain on the center median until it is safe to proceed.
 - c.) No person shall stand within the right-of-way on the side of any street, highway or road, in the unincorporated area of the County, for the purposes of soliciting contributions of any kind for an organization. No person shall stand on the right-of-way, at the side of any street, road, or highway, in the unincorporated area of the County, for the purpose of selling, offering to sell, or advertising any product, property or service.
- (e) *Penalty for violation of section.* ~~Any person violating any provisions of this section shall first be warned to cease and desist. After a warning, any person violating any provision of this section shall, upon conviction, be punished in accordance with section 1-7~~ Any person who is found guilty by a court of competent jurisdiction of violating the provisions of this Section shall be subject to the penalties set forth in Section 1-7 of the Oconee County Code of Ordinances, entitled *General penalty; continuing violations*, except where specific penalties are expressly authorized or required by the South Carolina Code of Laws, 1976, as amended.

Sec. 20-3. Signs on county and highway rights-of-way designating a crime watch area.

(a) *Purpose.* The purpose of this section is to authorize the state department of transportation to erect, on county and highway rights-of-way outside and beyond the municipal city limits, signs designating a community as a crime watch area, pursuant to state statute.

(b) *Authorization.* The county sheriff, upon request of the citizens of a rural community located within its boundaries, may designate an area as a "crime watch area," and, upon such designation, the chief administrative officer is authorized to coordinate and cooperate with personnel of the state department of transportation in erecting suitable signs denoting such area as a crime watch area within the policy and procedures of the state department of transportation.

Sec. 20-4. Drug paraphernalia—Prohibited acts, definitions, factors, exceptions, and penalties.

(a) It shall be unlawful for any person to advertise for sale, manufacture, possess, sell, or deliver drug paraphernalia, in the unincorporated area of the County. The following terms, when used in this ~~article~~Section, shall have the meanings ascribed to it in this section, except where the context clearly indicates a different meaning:

Deliver or *delivery* shall mean the actual, constructive, or attempted transfer of a controlled drug or drug paraphernalia whether or not there exists an agency relationship.

Drug paraphernalia shall mean any instrument, device, article, or contrivance used, designed for use, or actually intended by the user(s) described herein, for using, ingesting, smoking, administering, or preparing marijuana, hashish, hashish oil, heroin, cocaine, crack, crank or any other illegal drug or illegal controlled substance,

or actually intended by the user(s) described herein, to facilitate as described above the unlawful use or abuse of lawful drugs or lawful controlled substances.

(b) *Drug paraphernalia may include, but is not limited to:*

- (1) Metal, wooden, acrylic, glass, stone, plastic or ceramic marijuana or hashish pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;
- (2) Water pipes designated for use or intended for use with marijuana, hashish, hashish oil, cocaine, or other controlled substances;
- (3) Carburetion tubes and devices;
- (4) Smoking and carburetion masks;
- (5) Roach clips;
- (6) Separation gins designed for use or intended for use in cleaning marijuana;
- (7) Cocaine spoons and vials;
- (8) Chamber pipes;
- (9) Carburetor pipes;
- (10) Electric pipes;
- (11) Air-driven pipes;
- (12) Chilams;
- (13) Bongs;
- (14) Ice pipes or chillers;
- (15) Heroin spoons; or spoons used in the same manner for other controlled substances;
- (16) Pill presses and other mechanical devices used to convert controlled substances into a form which can be ingested;
- (17) Blotter paper, or any other material which is saturated with, or intended to be saturated with a controlled substance;
- (18) Scales, measuring spoons, measuring cups, or any pharmaceutical measuring device;
- (19) Crack pipes, or any device fashioned to be a crack pipe or for meth;
- (20) Any part of a hypodermic needle or syringe except as may be authorized by the laws of the State of South Carolina; and
- (21) Cigars hollowed out for use or intent of use with marijuana.

(c) ~~Sec. 20-5.~~ *Factors determining drug paraphernalia.*

In determining whether an object is drug paraphernalia, a court of competent jurisdiction shall consider in addition to all other logically relevant factors, the following:

- (1) The statements by an owner or by anyone in control of the object concerning its use;
- (2) The proximity of the object to controlled substances;
- (3) The existence of any residue of controlled substances on the object;
- (4) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend to use the object to facilitate a violation of this article. The innocence of an owner or of anyone in control of the object, as to a direct violation of this article shall not prevent a finding that the object is intended for use or designed for use as drug paraphernalia;
- (5) Instructions, oral or written, provided with the object concerning its use;
- (6) Descriptive materials accompanying the object which explain or depict its use;

- (7) National or local advertising concerning its use;
- (8) The manner in which the object is displayed for sale;
- (9) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
- (10) Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise; and
- (11) The existence and scope of legitimate use for the object in the community.

~~Sec. 20-6.~~

(d) Exceptions.

The provisions of this article shall not apply to the manufacture, sale, distribution or advertisement of any product or object designed and sold primarily for scientific research, industrial, veterinary, educational, or agricultural purpose, or for bona fide medical or clinical use.

~~Sec. 20-7.~~

(e) Penalty for violation.

Any person who is found guilty by a court of competent jurisdiction of violating the provisions of this ~~article~~-Section shall be subject to the penalties set forth in Section 1-7 of the Oconee County Code of Ordinances, entitled *General penalty; continuing violations, except where specific penalties are expressly authorized or required by the South Carolina Code of Laws, 1976, as amended.*

~~Secs. 20-8 – 20-100~~ Sec. 20-5 – 20-19. **Reserved.**

ARTICLE II. HOME DETENTION PROGRAM

Sec. ~~20-101~~20-20. Establishment.

(a) A home detention program is hereby established in ~~Oconee~~-the County as an alternative ~~in for~~ the Oconee County Detention Center in accordance with the Home Detention Act of 1990-[S.C. Code ~~Section~~-1976, § 24-13-1510, *et. seq.*, as amended]

(b) In accordance with S.C. Code 1976, § 24-13-1530, an electronic and non-electronic home detention program ~~any may~~ be used by any court in the County having criminal or juvenile jurisdiction to sentence an individual to incarceration and whose sentences do not place them in the custody of the state department of corrections. The home detention program established by this Article will be an alternative for low risk, non-violent adults and juvenile offenders who are selected by the court and who comply with the regulations and program guidelines adopted by the -County in accordance with this Article. This program may also apply to pretrial or pre-adjudicatory detention, community corrections [diversion] and work release.

(c) The home detention program hereby established in the County shall comply with all applicable state and local laws and regulations, including but not limited to, S.C. Code 1976, § 24-13-1510, *et seq.*, as amended, and minimum standards for local detention facilities in South Carolina. The County Sheriff, as the detention facility administrator, or his designee, shall establish guidelines,

policies, procedures, rules and regulations for the home detention program. The Sheriff or his designee shall be responsible for implementation and administration of the program.

Sec. 20-21 – 20-29. Reserved.

ARTICLE III. COUNTY COMMISSIONED OFFICERS

Sec. 20-30. County Commissioned Officers.

- (a) Except as provided in this Article, the County Council may appoint and commission by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County. Such officers shall be vested with all the powers and duties inherent in the general police power of the County pursuant to S.C. Code 1976, § 4-9-25, as well as that conferred by law upon constables in addition to duties imposed upon them by the County Council. However, no code enforcement officer commissioned under this Article may exercise the power of custodial arrest with respect to his primary duties of enforcement of litter control laws and ordinances and other state and local laws and ordinances as may arise incidental to the enforcement of his primary duties, unless the officer has been certified as a law enforcement officer with the power of custodial arrest under South Carolina law. In the absence of an arrest for a violation of the litter control laws and ordinances, a code enforcement officer authorized to exercise the power of arrest pursuant to this Article may not stop a person or make an incidental arrest of a person for a violation of other state and local laws and ordinances.
- (b) The number of code enforcement officers vested with custodial arrest authority who are appointed and commissioned in accordance with this Article must not exceed the greater of:

 - 1) The number of officers appointed and commissioned by the County on July 1, 2001;
 - or
 - 2) One officer for every twenty-five (25,000) persons in the County, based upon the 2000 census.
- (c) Code enforcement officers may exercise their powers on all private and public property located within the County.

Sec. 20-31. Qualifications.

All candidates shall meet the minimum qualifications of law enforcement officers as established by the statutory and decisional law of state of South Carolina.

Sec. 20-32. Effect of Authority.

Unless expressly provided by law and consented to by the Sheriff, this Article shall neither alter, change, encumber, nor otherwise affect the duties or authority of the Sheriff of the County, nor shall the Sheriff of the County have direct authority or control over the County commissioned officers.

ARTICLE IV. UNIFORM ORDINANCE SUMMONS ADOPTED

Sec. 20-33. Use Authorized.

The County Council hereby adopts by ordinance and authorizes the use of Uniform Ordinance Summonses as provided in this Article and by S.C. Code 1976, § 56-7-80, for the enforcement of all County ordinances. All County law enforcement officers and County commissioned officers and code enforcement officers are hereby authorized to use the uniform ordinance summons, as provided in this Article, and to prosecute offenses which each charges, personally, by uniform ordinance summons, in the magistrates courts of the County.

Sec. 20-34. Office Designated For Printing, Distributing, Auditing.

The County regulatory compliance office is hereby designated as the responsible office, with the requisite authority and responsibility for printing, distributing, monitoring, and providing for the auditing of the uniform ordinance summonses to be used by County departments and offices. In fulfilling this obligation, the regulatory compliance office, headed by the regulatory compliance officer, will ensure that adequate summons forms are provided to and made available for other County departments needing such summons forms, including but not limited to the County building and codes department and the County animal control department.

Sec. 20-35. Restrictions On Use.

The County uniform ordinance summons may not be used to perform a custodial arrest. No County or other ordinance which regulates the use of motor vehicles on the public roads of the County may be enforced using the County uniform ordinance summons.

Sec. 20-36. Information Contained In Citations; Numbering.

- (a) The County uniform ordinance summons must cite only one violation per summons and must contain at least the following information:
 - 1) The name and address of the person or entity charged;
 - 2) The name and title of the issuing officer;
 - 3) The time, date and location of the hearing authorized for the offense charged;
 - 4) A description of the ordinance, by number and/or name or title or description, the person or entity is charged with violating;
 - 5) The procedure to post bond; and
 - 6) Any other notice or warning otherwise required by law.
- (b) The uniform ordinance summonses must be consecutively and discretely numbered. The uniform ordinance summonses must be audited as part of the annual independent audit required by S.C. Code 1976, § 4-9-150, and a separate copy of each audit must be furnished to the County Administrator.
- (c) Exhibit A to this Article and to the County ordinance establishing this Article is an example of a uniform ordinance summons which complies with the foregoing and which may be used as the guideline for uniform ordinance summonses authorized by this Article. Compliance with this Article, however, is not limited to an exact duplication of Exhibit A, which is

provided for illustration and exemplar purposes only. Exhibit A is not printed herein but is on file and available in the County offices.

Sec. 20-37. Jurisdiction For Hearing.

Service of County uniform ordinance summons vests all County magistrates with jurisdiction to hear and dispose of the charge for which the uniform ordinance summons was issued and served.

Sec. 20-38. Personal Cognizance To Comply With Terms.

Any law enforcement officer or County commissioned officer or code enforcement officer who serves a County uniform ordinance summons must allow the person served to proceed without first having to post bond or to appear before a magistrate or municipal judge. Acceptance of a County uniform ordinance summons constitutes a person's recognizance to comply with the terms of the summons.

Sec. 20-39. Failure To Appear.

Any person who fails to appear before the court as required by an ordinance summons, without first having posted such bond as may be required or without having been granted a continuance by the court, is guilty of a misdemeanor and, upon conviction, must be fined not more than two hundred dollars (\$200) or imprisoned for not more than thirty (30) days. Any law enforcement agency processing an arrest made pursuant to this subsection must furnish such information to the State Law Enforcement Division as required by S.C. Code 1976, § 23-3-10, *et. seq.*, as amended.

Sec. 20-40. Other Enforcement Means.

This Article does not prohibit the County from enforcing its ordinances by any other means otherwise authorized by law.

Sec. 20-41 - 20-101. Reserved.”

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2014-22**

AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2014-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2014 AND ENDING JUNE 30TH, 2015, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, SO AS TO INCLUDE A PROVISIO FOR DISBURSEMENT OF CERTAIN FUNDS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its duly elected County Council (the "County Council"), has heretofore adopted and enacted Oconee County Ordinance 2014-01(the "Budget Ordinance"); and

WHEREAS, Oconee County recognizes that the School District of Oconee County (the "School District") does not have the authority to levy *ad valorem* real property taxes or to directly collect fees, late penalties and interest on fees and late penalties with regard to such taxes ("Fees, Penalties and Interest"), having to do so, by law, through the County; and

WHEREAS, Oconee County further recognizes that Fees, Penalties and Interest collected on behalf of the School District, based on taxes levied for school operations and debt should be allocated, as a matter of equity to the School District for use by the School District; and

WHEREAS, Oconee County further recognizes that, because, as the taxing and collection agent for the School District, it bears the expense of such collections, and should therefore be allowed to recoup such expense from the Fees, Penalties and Interest collected on behalf of the School District; and

WHEREAS, Oconee County, therefore, desires to allocate Fees, Penalties and Interest collected on behalf of School District, based on taxes levied on behalf of the School District for School District operations and debt, to the School District, while, at the same time, reimbursing itself for the costs and expenses of collecting such Fees, Penalties and Interest; and

WHEREAS, Oconee County further desires to request the Oconee County Treasurer to disburse any Fees, Penalties and Interest collected on behalf of the School District, based on School District taxes levied for operations and debt, to the Oconee County General Fund for disposition and disbursement by Oconee County, as stated above, through a specific proviso in the Oconee County Budget Ordinance; and

WHEREAS, the Budget Ordinance contains an attachment listing the Council-approved provisos to the Budget Ordinance and entitled "BUDGET PROVISOS FOR FISCAL YEAR 2014-2015, ORDINANCE 2014-01" ("Budget Provisos"); and

WHEREAS, Oconee County desires to amend the Budget Provisos to the Budget Ordinance to include a proviso (Section 18, currently) as specifically stated in Exhibit A, attached hereto and incorporated herein as if fully set forth:

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

1. Oconee County, by and through the Oconee County Council, hereby requests the Oconee County Treasurer to disburse any past and future Fees, Penalties and Interest collected on behalf of the School District of Oconee County, based on taxes levied on behalf of the School District for School District operations and debt, to the Oconee County General Fund for disposition and disbursement by Oconee County through a specific proviso in the Oconee County Budget Ordinance.

2. The Budget Provisos to the Budget Ordinance are hereby amended by adding a new proviso (Section 18, currently) to the Budget Ordinance as set forth in Exhibit A.

3. All other parts, terms, and provisions of the Budget Ordinance, including all attachments thereto, not otherwise specifically amended, directly or by implication, by this Ordinance, remain in full force and effect.

4. 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.

5. 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.

6. 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 _____, 2014.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: September 2, 2014
Second Reading:
Public Hearing:
Third Reading:

**EXHIBIT A
TO OCONEE COUNTY ORDINANCE 2014-22**

The new proviso Section 18 to be added to Attachment A (“Provisos”) of Oconee County Ordinance 2014-01, will read as follows:

Section 18. All funds collected as fees and penalties (including interest on the fees and penalties) for taxes levied and collected by Oconee County on behalf of the School District of Oconee County, for School District operations and debt, shall be granted and disbursed to the School District of Oconee County for the uses and purposes of the School District of Oconee County for which the underlying taxes were levied.

Tax Year 2014 Revised Millage Proposal



Oconee County SDOC

Ken Nix – Oconee County Auditor
September 16, 2014

Duke Energy Revision

- \$130 vs \$118.6 Million or Increase of \$11.4 Million
- Industrial Abatement Increased \$1.1 Million so net AV Increase of \$10.3 Million
- Propose a 1.9 Mill Overall Decrease

Proposed Operational Millage

- Oconee County = 56.8
- SDOC = 109.0
- 1.9 Mill Decrease

Only Affects Operational Millage

| | |
|----------------------|--------------|
| Operating | = 56.8 |
| Emergency Services | = 2.9 |
| Economic Development | = 2.2 |
| Bridges & Culverts | = 1.0 |
| Roads Maintenance | = 2.1 |
| Tri-County Tech | = 2.1 |
| Debt Service | = <u>6.0</u> |
| Total | = 73.1 |

SDOC Operational Millage

SDOC Operating = 109.0

Debt Service = 31.0

Total = 140.0

Proposed Millage Comparison

- Tax Year 2013 = 215.0 Mills
- Tax Year 2014 = 213.1 Mills
- Decrease = 1.9 Mill

Assessed Value / Mill Value

- County - \$506,603,269
 - Co. Mill = \$506,603
- SDOC - \$524,861,389
 - SDOC Mill = \$524,861

2013 Versus 2014 Tax Dollars Due

NON-RESIDENTIAL PROPERTY

| Tax Year | Home Value | Non-Residential Ratio | Assessment | Millage | Taxes | Less School Operating Millage | Homestead Exemption | Estimated Tax Due |
|---|--------------|-----------------------|-------------|---------|-------------|-------------------------------|---------------------|-------------------|
| 2013 | \$100,000.00 | 6% | \$ 6,000.00 | 215.0 | \$ 1,290.00 | - | - | \$ 1,290.00 |
| 2014 | \$100,000.00 | 6% | \$ 6,000.00 | 213.1 | \$ 1,278.60 | - | - | \$ 1,278.60 |
| DIFFERENCE (INCREASE (DECREASE) IN TAX) | | | | (1.9) | | | | \$ (11.40) |

RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION)

| Tax Year | Home Value | Residential Ratio | Assessment | Millage | Taxes | Less School Operating Millage | Homestead Exemption | Estimated Tax Due |
|---|--------------|-------------------|-------------|---------|-----------|-------------------------------|---------------------|-------------------|
| 2013 | \$100,000.00 | 4% | \$ 4,000.00 | 215.0 | \$ 860.00 | \$ (440.40) | - | \$ 419.60 |
| 2014 | \$100,000.00 | 4% | \$ 4,000.00 | 213.1 | \$ 852.40 | \$ (436.00) | - | \$ 416.40 |
| DIFFERENCE (INCREASE (DECREASE) IN TAX) | | | | (1.9) | | | - | \$ (3.20) |

RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION

| Tax Year | Home Value | Residential Ratio | Assessment | Millage | Taxes | Less School Operating Millage | Less Homestead Exemption | Estimated Tax Due |
|---|--------------|-------------------|-------------|---------|-----------|-------------------------------|--------------------------|-------------------|
| 2013 | \$100,000.00 | 4% | \$ 4,000.00 | 215.0 | \$ 860.00 | \$ (440.40) | \$ (209.80) | \$ 209.80 |
| 2014 | \$100,000.00 | 4% | \$ 4,000.00 | 213.1 | \$ 852.40 | \$ (436.00) | \$ (208.20) | \$ 208.20 |
| DIFFERENCE (INCREASE (DECREASE) IN TAX) | | | | (1.9) | | | | \$ (1.60) |

Tax Year 2014



Questions?

Oconee County, South Carolina
Approved Millage Rates for Fiscal Year 2014-2015

| I. County | Incorporated Mills | Unincorporated Mills |
|---------------------------|---------------------------|-----------------------------|
| County Operations | 56.8 | 56.8 |
| Emergency Operations | N/A | 2.9 |
| Economic Development | 2.2 | 2.2 |
| Bridges/Culverts | 1.0 | 1.0 |
| Road Maintenance | 2.1 | 2.1 |
| County Refunding Bond | 1.4 | 1.4 |
| County Jail Bond | 3.7 | 3.7 |
| Echo Hill Bond | 0.9 | 0.9 |
| Tri County Operations | 2.1 | 2.1 |
| Total County | <u><u>70.2</u></u> | <u><u>73.1</u></u> |
| | | |
| II. School | | |
| School Operations | <u>109.0</u> | <u>109.0</u> |
| School Bonds: | | |
| 2006 School | 2.4 | 2.4 |
| 2007 School | 3.2 | 3.2 |
| 2009 A School | 1.4 | 1.4 |
| 2009 B/98 School | 1.1 | 1.1 |
| 2009 C School | 3.0 | 3.0 |
| 2010 School | 2.1 | 2.1 |
| 2011 School | 1.5 | 1.5 |
| 2012 School | 2.9 | 2.9 |
| 2013 School | 1.2 | 1.2 |
| 2014 School | <u>12.2</u> | <u>12.2</u> |
| Total School Bonds | <u>31.0</u> | <u>31.0</u> |
| Total School | <u>140.0</u> | <u>140.0</u> |
| | | |
| Grand Total Mills | <u><u>210.2</u></u> | <u><u>213.1</u></u> |

Proposed by:

 Kenneth E. Nix
 Oconee County Auditor

Approved by Oconee County Council
September 16, 2014

 Joel Thrift
 Oconee County Council Chairman

Oconee County, South Carolina
Approved Millage Rates for Fiscal Year 2014-2015

| | Incorporated Mills | Unincorporated Mills |
|------------------------------|---------------------------|-----------------------------|
| I. County | | |
| County Operations | 57.6 | 57.6 |
| Emergency Operations | N/A | 2.9 |
| Economic Development | 2.2 | 2.2 |
| Bridges/Culverts | 1.0 | 1.0 |
| Road Maintenance | 2.1 | 2.1 |
| County Refunding Bond | 1.4 | 1.4 |
| County Jail Bond | 3.7 | 3.7 |
| Echo Hill Bond | 0.9 | 0.9 |
| Tri County Operations | 2.1 | 2.1 |
| Total County | <u><u>71.0</u></u> | <u><u>73.9</u></u> |
| II. School | | |
| School Operations | <u>110.1</u> | <u>110.1</u> |
| School Bonds: | | |
| 2006 School | 2.4 | 2.4 |
| 2007 School | 3.2 | 3.2 |
| 2009 A School | 1.4 | 1.4 |
| 2009 B/98 School | 1.1 | 1.1 |
| 2009 C School | 3.0 | 3.0 |
| 2010 School | 2.1 | 2.1 |
| 2011 School | 1.5 | 1.5 |
| 2012 School | 2.9 | 2.9 |
| 2013 School | 1.2 | 1.2 |
| 2014 School | <u>12.2</u> | <u>12.2</u> |
| Total School Bonds | <u>31.0</u> | <u>31.0</u> |
| Total School | <u>141.1</u> | <u>141.1</u> |
| Grand Total Mills | <u><u>212.1</u></u> | <u><u>215.0</u></u> |

Proposed by:

 Kenneth E. Nix
 Oconee County Auditor

Approved by Oconee County Council
September 16, 2014

 Joel Thrift
 Oconee County Council Chairman

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 16, 2014

ITEM TITLE:

Procurement #: **ITB 14-03 Wastewater System Improvements to Serve the Golden Corner Commerce Park – Wastewater Treatment Plant Improvements** Dept: **Economic Development** Amount: **\$273,350.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 14-15 budget process.
Budget: \$ 2,400,000.00
Project Cost: \$ 273,350.00
Balance: \$ 2,126,650.00

Finance Approval:  9/2/2014

BACKGROUND DESCRIPTION:

This bid consists of furnishing all materials, equipment and labor necessary to construct the Wastewater System Improvements to Serve the Golden Corner Commerce Park – WWTP Improvements consisting of the following: New Influent flow meter and vault; modifications to the existing head works structure and approximately 250 linear feet of 10" and 12" plant piping at the Conners Creek WWTP in Seneca. On August 28, 2014, formal sealed bids were opened for this project. This bid was originally sent to 78 bidders and there were 9 plan holders. Four firms submitted bids, with J. L. Construction Company, Inc., of Greenville, SC submitting the lowest bid of \$248,500.00.

ATTACHMENT(S):

1. Bid Tab
2. Recommendation letter from IRS Corporation, Project Engineers.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council (1) approve the award of ITB 14-03 to J. L. Construction Company, Inc., of Greenville, SC for the Wastewater System Improvements to Serve the Golden Corner Commerce Park – WWTP Improvements, in the amount of \$248,500.00, and a contingency amount of 10% for any change orders that may arise, for a total award amount of \$273,350.00.

(2) Authorize the County Administrator to approve any change orders that are within the contingency amount.

Submitted or Prepared By: 
Robyn Courtwright, Procurement Director

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.



September 2, 2014

Mrs. Robyn Courtright
Procurement Director
Oconee County, SC
415 South Pine Street
Walhalla, SC 29691

RE: Wastewater System Improvements
To Serve the Golden Corner Commerce Park
WWTP Improvements
URS Project No. 46422786
Oconee County Bid No. 14-03

Dear Mrs. Courtright,

This letter represents the recommendations of this office concerning the award of a construction contract by Oconee County, South Carolina for the above-referenced project. Four (4) bids were received on August 28, 2014 at 2:00 PM in the Oconee County Administrative Offices located at 415 South Pine Street, Walhalla, SC 29691. Each bid was publicly opened and read aloud. The bids were checked and are as follows:

| CONTRACTOR | BASE BID | ORDER OF BIDS |
|--|--------------|---------------|
| H. Construction Co., Inc. <small>Redwood, SC</small> | \$248,500.00 | 1 |
| Construction Resource Group <small>Union, SC</small> | \$249,500.00 | 2 |
| Harper Corporation <small>Greenville, SC</small> | \$261,000.00 | 3 |
| Greenstone Construction, LLC <small>Seneca, SC</small> | \$265,000.00 | 4 |

It is the opinion of this office that the low bidder meets the requirements set forth in the Information for Bidders in the bid documents. Thus, in accordance with Section 00100.2, Paragraph 16 - Method of Award, we recommend the contract for the Wastewater System Improvements to Serve the Golden Corner Commerce Park - WWTP Improvements be awarded to JL Construction Co, Inc. in the amount of \$248,500.00.

I have enclosed for you a copy of the certified tabulation of bids. Should you have any questions, please do not hesitate to contact me.

Very Truly Yours,

URS Corporation



Lee H. Brackett, P.E.
Project Engineer

Enclosures:

**CERTIFIED AS A TRUE AND CORRECT
TABULATION OF BIDS RECEIVED**



Lee H. Brackett, P.E.
Project Engineer

CERTIFIED BIDS RECEIVED

PROJECT: Wastewater System Improvements to Serve the Golden Corner Commerce Park WWTP Improvements

URS PROJECT NO.: 46422788

OCONEE COUNTY BID: 14-03

PLACE: Oconee County Administrative Offices
Council Chambers
415 South Pine Street
Waltham, SC 29691

DATE: August 28, 2014

TIME: 2:00 PM

| CONTRACTOR | BASE BID | ORDER OF BIDS |
|---|--------------|---------------|
| JL Construction Co., Inc. Piedmont, SC | \$248,580.00 | 1 |
| Construction Resource Group Union, SC | \$249,300.00 | 2 |
| Harper Corporation Greenville, SC | \$261,000.00 | 3 |
| Greenstone Construction, LLC Seneca, SC | \$265,000.00 | 4 |

| Bidder | Construction Resource Group | Greenstone Construction | Harper Corporation | J. L. Construction |
|---|-----------------------------|-------------------------|---------------------|---------------------|
| Address | Union, SC | Seneca, SC | Greenville, SC | Greenville, SC |
| Signed Bid Form | Yes | Yes | Yes | Yes |
| Bid Bond | Yes | Yes | Yes | Yes |
| Addendum 1 | Yes | Yes | Yes | Yes |
| TOTAL BASE BID | \$249,300.00 | \$265,000.00 | \$261,000.00 | \$248,500.00 |
| | 2 | 4 | 3 | 1 |
| Note: Two percent of low bid is \$4,970. The local bid from Greenstone would have to be \$253,470 or less to be within 2% of low bid. | | | | |

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 16, 2014
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

PRT Commission Local ATAX funding and grant request for August, 2014 cycle in the amount of \$58,165

BACKGROUND OR HISTORY:

A portion of Local and State ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. All ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. The attached requests were approved and recommended by the PRT Commission on 08/21/14 and 08/28/14.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

FINANCIAL IMPACT:

Local ATAX beginning balance: \$142,220
Local ATAX grants/funding requests: \$ 58,165
See spreadsheets for grant recommendations and PRT internal request.
If all grants and PRT request are approved, new balance will be: \$84,055

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes
If yes, who is matching and how much: Varies by grant

ATTACHMENTS

Please see attached spreadsheets for ATAX funding and grant recommendations.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve \$58,165 for Local ATAX funding and grants as outlined on the attached handouts.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


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.

September 16,2014

Local ATAX funding

| | Funds Requested | Project Description | Amount Eligible for ATAX | PRT Commission Recommendation | State or Local ATAX |
|--------------|--------------------|---|--------------------------------|-------------------------------------|---------------------------|
| Oconee PRT | \$20,000 | South Carolina Great Outdoors Program | \$20,000.00 | \$20,000 | Local |
| Oconee PRT | \$3,000 | South Carolina Sports Alliance-TEAMS National Association of Sport Commissions | \$3,000.00 | \$3,000 | Local |
| Oconee PRT | \$2,910 | Waterfall Brochure distribution | \$2,910.00 | \$2,910 | Local |
| Oconee PRT | \$2,500 | Wayfinding signage maintenance | \$2,500.00 | \$2,500 | Local |
| TOTAL | \$28,410 | | \$28,410 | \$28,410 | |

September 16, 2014

Local ATAX Grants

| Applicant | Funds Requested | Project Description | Amount Eligible for ATAX | PRT Commission Recommendation | State or Local ATAX |
|--|-----------------|--------------------------------------|--------------------------|-------------------------------|---------------------|
| Walhalla Civic Auditorium | \$24,137 | Advertising 2014-2015 season | \$8,689.00 | \$8,689 | Local |
| City of Seneca-Half Marathon | \$4,800 | TV advertising | \$4,800.00 | \$4,800 | Local |
| Westminster Chamber-Mayberry | \$13,405 | TV/Print/ Radio advertising | \$4,650.00 | \$4,650 | Local |
| Walhalla Oktoberfest, Inc | \$18,890 | Radio/TV advertising | \$3,960.00 | \$3,960 | Local |
| Issaqueena's Last Ride | \$2,000 | Rack Cards for advertising | \$2,000.00 | \$2,000 | Local |
| Walhalla Chamber-Oktoberfest Main St | \$3,000 | Radio/TV Advertising | \$1,225.00 | \$1,225 | Local |
| Blue Ridge Arts Center | \$2,800 | Print advertising six (6) shows | \$1,550.00 | \$1,550 | Local |
| Oconee Heritage Center | \$1,492 | Additional signage | \$507.00 | \$507 | Local |
| Upstate Heritage Quilt Trail | \$2,374 | Advertising in four (4) publications | \$2,374.00 | \$2,374 | Local |
| Lunney House Museum | \$5,220 | Catering for two separate events | \$0.00 | \$0 | |
| Westminster Area Historic Preservation | \$1,320 | Luncheon for Landmark Conference | \$0.00 | \$0 | |
| TOTAL | \$79,438 | | \$29,755 | \$29,755 | |

Beth Hulse

From: James G Carswell III <jgcarswell@chimneycornerproperties.com>
Sent: Sunday, September 14, 2014 7:13 PM
To: Beth Hulse; Scott Moulder; Amanda Brock
Cc: John Powell
Subject: 9-16 County Report on Courthouse Inn
Attachments: 9-16 County Report.docx

Please note the report requested for the Tuesday County Council meeting is attached. As stated, while we have identified and are in conversations with two new potential construction lenders, as well as understanding now the potential for USDA to extend its guarantee to the construction loan, we cannot report any definitive breakthrough at this time. John Powell plans to be in attendance at the meeting.

Thank you,
Jim Carswell

Oconee Courthouse Ventures, LLC
Status Report
The Courthouse Inn, Walhalla, SC

The following is a current status report prepared for the September 16, 2014 Oconee County Council Meeting.

Currently, we are working with two new lenders to attempt to secure construction financing for the redevelopment of the Courthouse.

The first, a mid-sized southeastern bank, has reviewed our financial projections, has met with both principals on several occasions, and has discussed the possibility of the construction loan internally with both the regional bank president and the regional credit officer. While they have expressed some reservations and questions, they have determined they need to gather further information as to the workings of the USDA loan program and the impact of its loan guarantee program on the bank loan, and will be meeting with USDA to accomplish that objective.

Dave Mueller, formerly the head of Appalachian Development Corp, is assisting the bank in understanding the workings of the USDA loan program, which provides a Federal guarantee for 70% of the loan amount.

The second lender is a group, located in eastern PA, that has worked closely for a number of years with Appalachian Development Corp on a variety of USDA backed loans for developments in the Upstate. The principals of Oconee Courthouse Ventures, LLC have provided full credit information and tax returns to the lender, and the lender is evaluating the credit and the loan application. They have full information on the project and have been aware of the project for several months now, but have recently added resources that would allow them to process the construction phase of the loan, rather than the permanent loan alone. Again, Dave Mueller is helping to facilitate that conversation.

Additionally, we are having some internal discussion, using insights from Mueller, to see if it might be worthwhile to approach USDA about increasing the guarantee from 70% to 90%. Typically, this can only be done with approval from Washington, is available only for projects that have a clear, compelling and very impact in terms of jobs created and community impact, and often requires clear political support from within the community, both at the local and federal levels.

A number of weeks ago, as a part of an initiative taken an interested party, we met with the head of a group that deals with wealthy individuals, in the hope of finding potential area investors who might want to participate in the development, providing the \$1.6MM in cash reserves (or Letter of Credit) that several early lenders suggested would be needed for them to consider the project. The objective was to attempt to reduce or bolster what was required from the construction lenders, until such time as the project was stabilized. At that meeting, a full and detailed set of financial projections was provided for their internal use and review. While no specific investor or investors has been identified by that group to date, their report back to us is that they are still working on it.

As has been reported several times in the past, the construction source is the only element absent from executing the plan. We have met with representatives of the USDA B&I loan program several times, reviewing our underwriting in great detail. We have been assured (again, repeatedly) that our approach certainly qualifies for their loan program, and that we simply need to apply once our other pieces are in place.

The USDA program provides us with a permanent loan commitment, so there is a source to pay out the construction lender, if desired. Under the terms of that program, the guarantee can also be extended to cover the loan during construction. We have what has been acknowledged by lenders we have spoken with as a professional and experienced design and management team. We have extensive detailed projections that incorporate conservative projections and significant contingency reserves. We have additional funds and resources, in addition to the County's contributions, which further reduce the construction loan needed. We simply need a construction lender to indicate, even conditionally, that they are prepared to proceed, and we can begin the process of moving toward a closing and construction start, firming up commitments from the various parties as we go (most of those parties already being very familiar with the project).

In summary, we have the plans, the team, and the permanent loan and, while encouraged by the introduction of two new potential candidates for construction lender and the prospect of extending the USDA guarantee to the construction period, we unfortunately cannot report that there has been the definitive breakthrough we have been seeking for some time now. We are continuing to pursue this project diligently at every opportunity.

NON AGENDA ITEMS

Comment regarding these issues will be heard at the end of the meeting.



Public Comment

SIGN IN SHEET

September 16, 2014

6:00 PM

Council will hear public comment during this portion of the meeting for Non-Agenda Items. Please Be Advised: Combined the two Public Comment Sessions at this meeting are limited to a total of 40 minutes, 4 minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens failing to PRINT or list the NON AGENDA item they wish to address will not be called upon during this portion of the meeting.

| | FULL NAME | NON AGENDA ISSUE |
|----|-----------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

NOTE

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, personal attacks on individual council members, partisan political activity and/or comments.

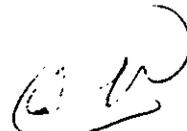
PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

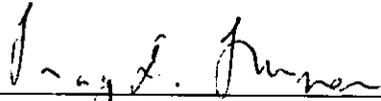
IN RE: Public Hearing - Ordinance 2014-11

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/29/2014 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
08/29/2014



Tracy D. Turner
Notary Public for South Carolina
My commission Expires: 11/26/2022

LEGAL NOTICES

LEGALS

Caroline, and also as shown and more fully described on a plat thereof prepared by John B. Earle, Land Surveyor, dated 07/28/92 and recorded in Plat Book P-47, page 670, records of Oconee County, South Carolina.

It is mutually understood and agreed that this conveyance is made subject to those easements and/or rights-of-way as may appear on the premises and/or of record and of zoning and setback requirements.

This being the identical property conveyed unto the Mortgagee by deed of Katherine Elizabeth Gambrell dated August 27, 2004 and recorded September 7, 2004 in Deed Book 1399, at page 73, records of Oconee County, South Carolina.

TMS #: 191-00-02-084

Physical Address:
220 E. Bear Swamp Rd.,
Walhalla, SC 29991

SUBJECT TO OCONEE COUNTY TAXES

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Clerk of Court at conclusion of the bidding, five (5%) of his bid, in cash or equivalent, as evidence of good faith, the same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of the bid or comply with the other terms of the bid within twenty (20) days, then the Clerk of Court may resell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the former highest bidder). A personal or deficiency judgment having been demanded by the Plaintiff, the sale of the subject property will remain open for thirty (30) days pursuant to Section 15-39-720, Code of Laws of South Carolina, 1976; provided, however, that the Court recognizes the option reserved by the Plaintiff to waive such deficiency judgment prior to the sale, and notice is given that the Plaintiff may waive in writing the deficiency judgment prior to the sale; and that should the Plaintiff elect to waive a deficiency judgment, without notice other than the announcement at the sale and notice in writing to the debtor defendant(s) that a deficiency judgment has been waived and that the sale will be final, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 5.30% per annum.
Beverly Whitfield,
as Clerk of Court for
Oconee County
Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sera Hutchins
Columbia, South Carolina
Attorney for Plaintiff

STATE OF
SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT OF
COMMON PLEAS
CASE NO. 2014-CP-37-00148
NOTICE OF SALE

First Citizens Bank and Trust Company, Inc.
Plaintiff,

LEGAL NOTICES

LEGALS

Defendant(s)
BY VIRTUE of a judgment heretofore granted in the case of First Citizens Bank and Trust Company, Inc. vs. Susan M. Gray a/k/a Susan Gray Water's Edge Homeowner's Association of Lake Keowee, Inc. aka Water's Edge Homeowners Association, Inc. aka Water's Edge Homeowners Association, LLC, Beverly Whitfield, as Clerk of Court for Oconee County, will sell on September 2, 2014, at 11:00 am, at the Oconee County Courthouse, Main Street, Walhalla, SC 29991, to the highest bidder:

All that certain piece, parcel or lot of land with improvements thereon situated, lying and being in the State of South Carolina, County of Oconee, being known and designated as Lot No. 28-B, containing 0.11 acre, more or less, as shown on a plat entitled "Survey for Susan Gray", dated June 16, 2005, prepared by Ray Dunn Land Surveyor, PLS# 18400, and recorded in the Office of the Registrar of Deeds for the County of Oconee, South Carolina in Plat Book B-101 at Page 3. Reference is hereby made to the most recent survey for a more complete and accurate metes and bounds description thereof.

Including the interest conveyed in that Certain Memorandum of Deposit Lease License recorded June 1, 2012, in Book 1500 at Page 191.

This is a portion of the property conveyed to the Susan Gray by deed of Water's Edge, Inc. dated 06/28/03 and recorded 08/11/03 in Deed Book 1284, Page 205 in the office of the Registrar of Deeds for Oconee County, South Carolina.

TMS #: 177-00-01-068

Physical Address:

Lot 86, Water's Edge,

West Union, SC 29686

SUBJECT TO OCONEE COUNTY TAXES

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Clerk of Court at conclusion of the bidding, five (5%) of his bid, in cash or equivalent, as evidence of good faith, the same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of the bid or comply with the other terms of the bid within twenty (20) days, then the Clerk of Court may resell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the former highest bidder). A personal or deficiency judgment having been demanded by the Plaintiff, the sale of the subject property will remain open for thirty (30) days pursuant to Section 15-39-720, Code of Laws of South Carolina, 1976; provided, however, that the Court recognizes the option reserved by the Plaintiff to waive such deficiency judgment prior to the sale, and notice is given that the Plaintiff may waive in writing the deficiency judgment prior to the sale; and that should the Plaintiff elect to waive a deficiency judgment, without notice other than the announcement at the sale and notice in writing to the debtor defendant(s) that a deficiency judgment has been waived and that the sale will be final, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

LEGAL NOTICES

LEGALS

as Clerk of Court for
Oconee County
Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sera Hutchins
Columbia, South Carolina
Attorney for Plaintiff

The Oconee County Council will hold a Public Hearing for Ordinance 2014-11 "AN ORDINANCE TO AMEND CHAPTER 28 'ZONING' OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" on Tuesday, September 16, 2014 at 8:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

The Town of Salem will hold their regular monthly council meeting Monday September 8, 2014 at 8pm in Council Chambers 5A Park Ave. Salem SC 29678

IT'S ALL SOLD IT FAST IN THE CLASSIFIEDS

THE JOURNAL

Don't consider to someone trying your something that you really. Romance is on you you can't buy true will.

Dec 21): Secrets must avoid a family feud. You can make to the benefit you personally voice to expand an more.

Dec. 21): Say little, the decisions based who you like to do will benefit you and Don't give anyone

Jan. 19): Consider ing and what you can tion. Taking a unique our style, but it will petition guessing. A min to greater support.

Feb. 18): Keep your and out of anyone's LEAD with any situation miserly of Don't take a con to financial matters.

Mar. 20): Consider any you with an angle Be creative in your gal or contractual get a favorable in information as ing control.

see your e here online \$105 weeks!



SERVICE BEST LOCAL

CLEANING MARINA'S PROFESSIONAL WINDOW CLEANING

Specializing in Residential HAPPINESS! WHEN YOU SEE CLEARLY Talk to me Rocky Marina www.rockymarina.com

DOG HOME IMPROVEMENT

Mu Am GARRETT REPAIR & REMODELING Service You Can Trust 20% Senior Discount • Electrical • Plumbing • Carpentry • Painting • Handyman Services



Call Estimator



Oconee County
Council Office



T. Scott Maulder
Administrator

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

Phone: 864 718 1024
Fax: 864 718 1024

E-mail:
tsmaul@oconee-sc.gov

Paul Corbell
Vice-Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Ihm
District IV
Chairman

Ronald T. Dexter
District V

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

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing for Ordinance 2014-11 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" and Ordinance 2014-16 "AN ORDINANCE AMENDING THE OCONEE COUNTY CODE OF ORDINANCES, ARTS AND HISTORICAL COMMISSION; REVISING CHAPTER 2, ARTICLE IV, DIVISION 4, SECTIONS 321-326; AND OTHER MATTERS RELATED THERETO" on Tuesday, September 16, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415, S. Pine Street, Walhalla, SC.



Beth Hulse

From: Beth Hulse
Sent: Thursday, August 28, 2014 10:35 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearings 09-16-2014, 2014-11, 16
Attachments: 082814 - PH 2014-11, 16 09-16-2014.doc

Please run at your earliest convenience.
Thanks.

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

Beth Hulse

From: Beth Hulse
Sent: Thursday, August 28, 2014 10:36 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearings: September 16, 2014

The Oconee County Council will hold a Public Hearing for Ordinance 2014-11 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" and Ordinance 2014-16 "AN ORDINANCE AMENDING THE OCONEE COUNTY CODE OF ORDINANCES, ARTS AND HISTORICAL COMMISSION; REVISING CHAPTER 2, ARTICLE IV, DIVISION 4, SECTIONS 321-326; AND OTHER MATTERS RELATED THERETO" on Tuesday, September 16, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

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



Oconee County
Council Office

T. Scott Moulder
Administrator

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

Phone: 864.718.1023
Fax: 864.718.1024

E-mail:
info@oconeesc.com

Paul Corbell
Vice Chairman
District I

Wayne McCaff
District II

Archie Bacon
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V

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

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing for Ordinance 2014-21 "AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY AND FROM OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO" on Tuesday, September 16, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415, S. Pine Street, Walhalla, SC.



Beth Hulse

From: Beth Hulse
Sent: Thursday, September 04, 2014 8:57 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearing - 2014-21 -- 9/16/14
Attachments: 082814 - PH 2014-21 09-16-2014.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Thursday, September 04, 2014 8:58 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: {Ordinance 2014-21 - Public Hearing - September 16, 2014

The Oconee County Council will hold a Public Hearing for Ordinance 2014-21 "AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY AND FROM OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO" on Tuesday, September 16, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

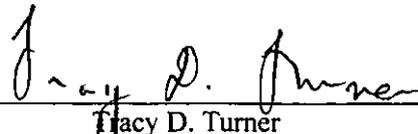
IN RE: Public Hearing - Ordinance 2014-12

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 09/05/2014 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
09/05/2014



Tracy D. Turner
Notary Public for South Carolina
My commission Expires: 11/26/2022

TRANSPORTATION

AUTOS FOR SALE



03 LINCOLN TOWN Car
Signature Series
58,000 miles - \$6,900
Pete's Auto
402 S. Oak St. - Seneca
864-882-1467



06 CHEVROLET EQUINOX
142,000 miles - \$7,500
Pete's Auto
402 S. Oak St. - Seneca
882-1467



07 Mercury Grand Marquis LS
58,000 miles - \$10,500
Pete's Auto
402 S. Oak St. - Seneca
882-1467



06 CADILLAC CTS
3.6 direct injection
72,000mi - \$17,500
Pete's Auto
402 S. Oak St. - Seneca
882-1467



87 DATSUN - \$9,500
Pete's Auto
402 S. Oak St. - Seneca
882-1467



90 MAZDA MIATA
Convertible with hard top
88,372 miles - \$7,500
Pete's Auto
402 S. Oak St. - Seneca
882-1467

TRANSPORTATION

AUTOS FOR SALE



97 LINCOLN TOWN Car
58,000 miles - \$5,500
Pete's Auto
402 S. Oak St. - Seneca
864-882-1467



98 LINCOLN MARK VIII
131,000 miles - \$4,900
Pete's Auto
402 S. Oak St. - Seneca
882-1467



98 MERCURY GRAND Marquis
27,000 miles - \$6,900
Pete's Auto
402 S. Oak St. - Seneca
882-1467

LEGAL NOTICES

LEGALS

ALL SAFE STORAGE - SENECA
Public Auction Notice of the following
storage units containing persons
and household items:

UNIT 24 MARK MCCAULEY;
UNIT 25 SUSIE VANSTEEN;
UNIT 88 VICTORIA ALLSER;
UNIT 112 HICKYCRYSTAL WAVES;
UNIT 157 STEPHANIE OGBESSY;
UNIT 199 JOHN STANFIELD; AND
UNIT 206 STEPHANIL SCOTT.

The entire contents of these units will
be sold via public auction on
Thursday, SEPTEMBER 25, 2014 at
9:00 a.m. at All Safe Storage-Seneca
located at 600 Strick Road, Seneca,
SC 29678 unless paid in full.

All Safe Storage - Seneca
P.O. Box 1174
Seneca, SC 29679
864-885-1009

LEGAL NOTICE

The Seneca Board of Architectural
Review will hold a regularly sched-
uled meeting on Monday, September
22, 2014 at 6:00 pm in the Council
Chambers of City Hall to hear the
following Certificate of Appropria-
ness Application:

Property Owner: City of Seneca
Tax Map Number: 520-33-05-004
Property Location:
208 S 210 S West Second Street
(Bertha Lee Strickland Cultural
Museum)

If you have any questions, please
call Seneca's Planning and Develop-
ment office at (864) 885-2726.

LEGAL NOTICES

LEGALS

reject any or all proposals, to waive
any technicalities and informalities,
and to accept the proposal deemed
to be in the best interest of the
County.

The Oconee County Council will hold
a Public Hearing for Ordinance
2014-21: "AN ORDINANCE AUTH-
ORIZING THE CONVEYANCE
OF CERTAIN REAL PROPERTY BY
AND FROM OCONEE COUNTY,
SOUTH CAROLINA, AND OTHER
MATTERS RELATING THERETO"
on Tuesday, September 16, 2014 at
6:00 p.m. in Council Chambers,
Oconee County Administrative Offi-
ces, 415 S. Pine Street, Walhalla,
SC.

U-STOR-IT
Mini Warehouses

Inside • Outside
Fenced • Lighted • Secure
Old Clemson Hwy.
654-1000

CLASSIFIEDS
WORK!SERV
BEST LO

CLEANING

MARINA'S
PROFESSIONAL
WINDOW CLEANING

Specializing in
Residential
HAPPINESS!
**WHEN YOU
SEE CLEARLY**

LANDSCAPING

J. WINCHESTER
FARM

MULCH

RENTAL



Business!

ber. Perfectly located
er 30,000 cars passing.

4-232-0019.

start the

Call today
to subscribe
882-2375

advertise your
service here
and online
for \$105

for four weeks!

