



AGENDA

OCONEE COUNTY COUNCIL MEETING

February 20, 2018

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Wallhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- February 6, 2018 Regular Meeting

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2018-04 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACK LANGUAGE FOR COMMERCIAL STRUCTURES; AND OTHER MATTERS RELATED THERETO."

[Commercial Structure Setback Language]

Third Reading of the Following Ordinances

Ordinance 2018-04

[see caption above]

Second Reading of the Following Ordinances

Ordinance 2018-05 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JULIE IBRAHIM AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED ADJACENT TO HANGAR E, OCONEE COUNTY REGIONAL AIRPORT, 365 AIRPORT ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

First Reading of the Following Ordinances

Ordinance 2018-06 "AN ORDINANCE TO AMEND AND SUPPLEMENT THE OCONEE COUNTY COMPREHENSIVE PLAN."

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-04**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACK LANGUAGE FOR COMMERCIAL STRUCTURES; AND OTHER MATTERS RELATED THERETO.

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

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

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

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances involving setback requirements as relate to commercial structures in the Control Free District; and,

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Section 38-10.2 of Chapter 38 of the Code of Ordinances, entitled *Control Free District (CFD)*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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 County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: January 16, 2018
Second Reading: February 6, 2018
Third Reading: February 20, 2018
Public Hearing: February 20, 2018

ATTACHMENT A
To Ordinance 2018-04

Sec. 38-10.2. - Control free district (CFD).

The control free district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.

Dimensional requirements:

Residential Uses		Density and Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ½ acre	N/A	N/A	25	5	10	65
	N/A	Less than ½ acre to greater than or equal to ¼ acre	N/A	N/A	15	5	5	65
	N/A	Less than ¼ acre	N/A	N/A	10	5	5	65
Nonresidential Uses		Minimum Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size		Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ½ acre		N/A	25	5	10	65
	N/A	Less than ½ acre to greater than or equal to ¼ acre		N/A	15	5	5	65
	N/A	Less than ¼ acre		N/A	10	5	5	65

These setback requirements shall not apply to subdivision plats that were recorded in the Office of the Oconee County Register of Deeds prior to May 7, 2002.

Setback requirements do not apply to lot lines separating dwelling units which are part of a multi-family housing structure (e.g., townhouses).

As to multi-family housing structures located on one lot (e.g., duplexes or apartments), setback requirements apply only to the exterior perimeter wall of the entire structure.

Setback requirements do not apply to lot lines separating commercial units which are part of a multi-unit commercial structure (e.g., a strip mall).

As to multi-unit commercial developments located on one lot (e.g. traditional malls, town centers, or mixed-use developments) setback requirements apply only to the exterior perimeter wall of an entire structure.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-05**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JULIE IBRAHIM AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED ADJACENT TO HANGAR E, OCONEE COUNTY REGIONAL AIRPORT, 365 AIRPORT ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County currently desires to execute and enter into a Lease Agreement (the "Lease") with Julie Ibrahim by which the County will lease as office space certain improved real property located at the Oconee County Regional Airport, 365 Airport Road Seneca, South Carolina, being adjacent to Hangar E, as shown on Exhibit "A" attached hereto; and

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

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

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

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

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of

competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2018.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: February 6, 2018
Second Reading: February 20, 2018
Third Reading: _____
Public Hearing: _____

EXHIBIT A
(To be provided)

EXHIBIT B
(To be provided)

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2018 by and between Oconee County, South Carolina ("Lessor"), a body politic and corporate and political subdivision of the State of South Carolina, and Julie Ibrahim ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon being generally known as the Oconee County Regional Airport, 365 Airport Road Seneca, South Carolina ("Airport Property").

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor dedicated office space, designated as "Office" on Exhibit "A" attached hereto, being adjacent to Units 4 and 8 within Hangar E located at the Airport Property ("Lease Premises").

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

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

1. LEASE OF PREMISES. Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Lease Premises for a period of one (1) year commencing _____, 2018 and ending _____, 2019 (the "Lease Term"), unless sooner terminated as provided herein. Lessee shall use the Lease Premises only for general office purposes. The Lease Premises shall not be used as a commercial establishment of any type. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Lease Premises without hindrance by Lessor.

2. AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST. Lessee covenants to pay to "Oconee County" at 365 Airport Road Seneca, South Carolina, 29678, or such other place as Lessor shall designate in writing, as rent for said Lease Premises, the amount of Two Thousand, Seven Hundred and 00/100 (\$2,700.00) Dollars for the one (1) year Lease Term. Such rent payment shall be delivered to Lessee in twelve (12) equal

monthly installments of Two Hundred, Twenty-Five and 00/100 (\$225.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

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

4. **LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES.** Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Lease Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee, as provided for in this lease, Lessee shall be required to restore the Lease Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee will not commit any waste of or on the Lease Premises and will pay for all damages to land, buildings, or equipment caused by Lessee. Lessee shall not use or permit the use of the Lease Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Lease Premises.

5. **LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF.** Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Lease Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

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

7. **AS IS CONDITION OF THE LEASE PREMISES.** The Lease Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Lease Premises in general, or as to Lessee's contemplated uses specifically.

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

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

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

11. CONDEMNATION. In the event that the Lease Premises shall be taken for public use by city, state, federal government, public authority, or other corporation having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use, or, at the option of Lessee, as of the date on which the Lease Premises shall become unsuitable for Lessee's regular business by reason of such taking; provided, however, that if only a part of the Lease Premises shall be so taken, such termination shall be at the option of Lessee only. If such a taking of only a part of the Lease Premises occurs, and Lessee elects not to terminate this Lease, there shall be a proportionate reduction of the rent to be paid under this Lease from and after the date such possession is taken for public use. Lessee shall have the right to participate, directly or indirectly, in any award for such public taking to the extent that it may have suffered compensable damage as a Lessee on account of such public taking.

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

13. RENEWAL OPTION. Option to renew lease will be negotiable.

14. LESSOR'S RIGHT TO ENTER LEASE PREMISES. Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Lease Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes; provided, however, that Lessor shall make commercially reasonable efforts to avoid interruption of Lessee's business in so doing.

15. NO WAIVER OF BREACH. Failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this

Lease, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

16. EXECUTION OF OTHER INSTRUMENTS. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

17. ENTIRE AGREEMENT. This Lease constitutes all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Lease Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

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

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

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

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

Lessee:

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

21. COUNTERPARTS. This Lease may be executed in one or more counterpart, each of which shall constitute an original, and all of which shall constitute one and the same document.

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

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

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: County Administrator

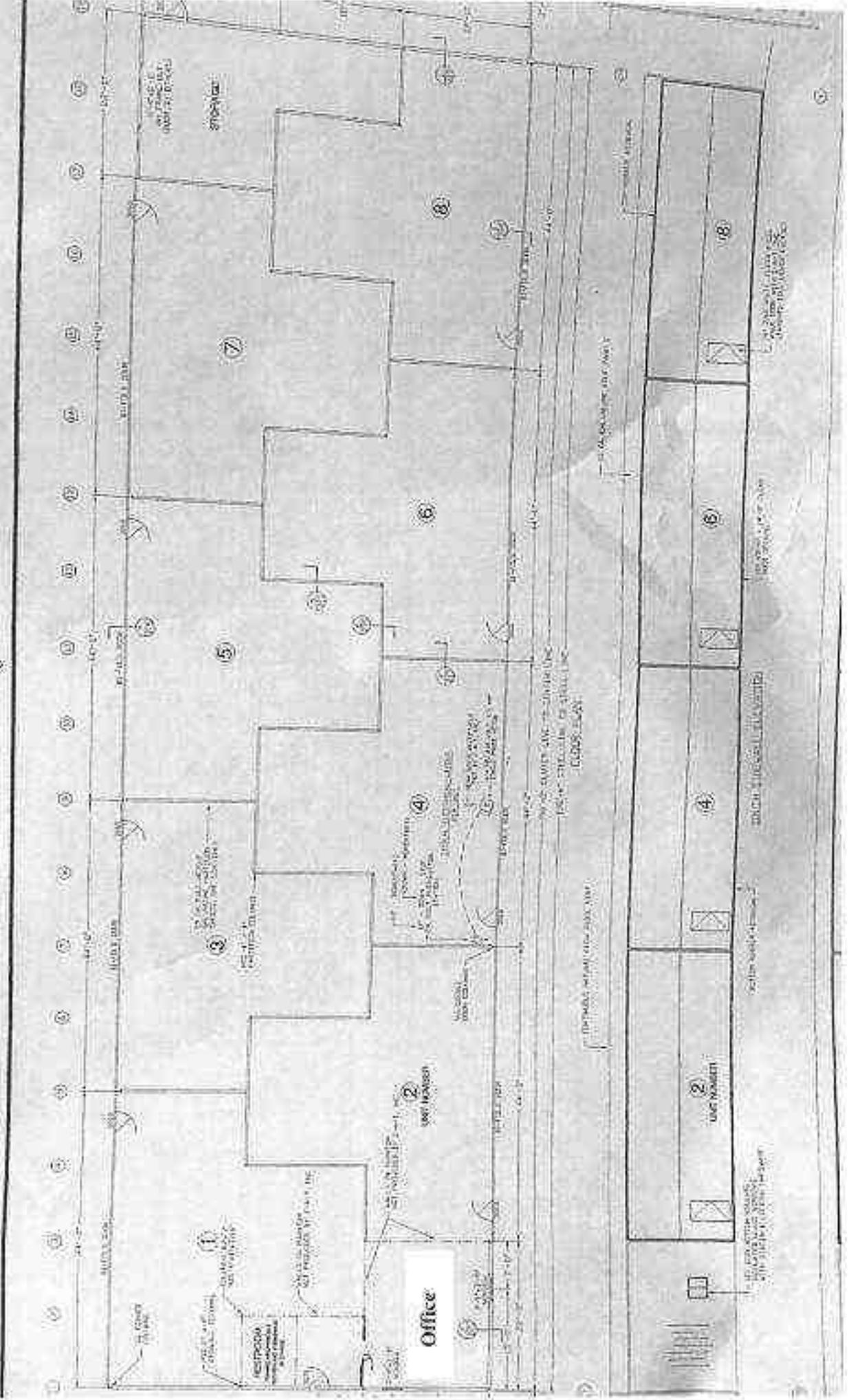
LESSEE:

By: _____

Its:

EXHIBIT A

Hangar E



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 20, 2018
COUNCIL MEETING TIME: 6:00**

ITEM TITLE [Brief Statement]:

ORDINANCE 2018-06: AN ORDINANCE TO AMEND AND SUPPLEMENT THE OCONEE COUNTY COMPREHENSIVE PLAN.

BACKGROUND DESCRIPTION:

Ordinance 2018-06 will adopt a revised Comprehensive Plan ("Plan"), developed and recommended by the Oconee County Planning Commission. The revised Plan is not purposed to make substantive changes in the goals, objectives, maps, or elements of the Plan (actions that will take place during the next Plan update), but rather, to revise and supplement the data provided in the Plan to reflect current conditions.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

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

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take pass Ordinance 2018-06.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-06**

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE OCONEE
COUNTY COMPREHENSIVE PLAN.**

WHEREAS, pursuant to the requirements established in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code"), the Oconee County Council (the "County Council") by Ordinance 2010-01, adopted on November 09, 2010, a Comprehensive Plan (the Plan); and,

WHEREAS, the Code requires that local planning commissions review comprehensive plans no later than every five (5) years, and update them no later than every ten (10) years; and,

WHEREAS, the Oconee County Planning Commission (the "Commission") initiated its most recent review of the Plan in 2017 and completed its review in 2018; and,

WHEREAS, the Commission's review was not purposed to make substantive changes in the goals, objectives, maps, or elements of the Plan (actions that will take place during the next Plan update), but rather, to revise and supplement the data provided in the Plan to reflect current conditions; and,

WHEREAS, by Resolution 2018-01 (attached hereto as Exhibit "A") the Commission recommended the Plan as revised and supplemented (attached hereto as Exhibit "B") to County Council for adoption; and,

WHEREAS, an overview of the 2018 revisions to the Plan (attached hereto as Exhibit "C") succinctly outlines the revisions to the Plan based on the Commission's review; and,

WHEREAS, after considering the Commission's recommendation and having considered the revisions to the Plan, County Council deems it appropriate and necessary to adopt the Plan as revised.

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

1. The Oconee County Comprehensive Plan be amended to read as set forth in Exhibit "B," which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. 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 March, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: February 20, 2018

Second Reading: _____

Third Reading: _____

Public Hearing: _____

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

RESOLUTION 2018-01
OF THE OCONEE COUNTY PLANNING COMMISSION

A RESOLUTION TO RECOMMEND THAT THE OCONEE COUNTY COUNCIL ENACT AN ORDINANCE AMENDING THE 2010 OCONEE COUNTY COMPREHENSIVE PLAN BY INCORPORATING THE "2018 REVIEW SUPPLEMENT," CONSISTENT WITH THE REQUIREMENTS OF THE SOUTH CAROLINA LOCAL GOVERNMENT COMPREHENSIVE PLANNING ENABLING ACT OF 1994.

WHEREAS, Oconee County adopted an amended and updated Comprehensive Plan (the "Plan") by Ordinance 2010-01; and

WHEREAS, consistent with the requirements of Title 6, Chapter 29 of the South Carolina Code of Laws (the "Act") the Oconee County Planning Commission (the "Commission") is required to periodically review the Plan; and

WHEREAS, the Commission has completed its review of the Plan, including all goals, objectives, maps, and elements: Population, Natural Resources, Cultural Resources, Community Facilities, Housing, Economic Development, Land Use, Transportation, and Priority Investment; and

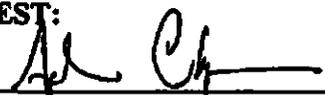
WHEREAS, as a result of the Commission's review, the Plan has been amended to reflect current conditions, all as included in the accompanying revised and amended plan (the "2018 Review Supplement"); and

WHEREAS, the Commission recognizes that both it and the Oconee County Council will consider and be guided by the Plan, as amended by the 2018 Review Supplement, as they carry out, among other things, planning for the physical, social, and economic growth, and the development and redevelopment of Oconee County.

NOW THEREFORE, BE IT RESOLVED that the Oconee County Planning Commission does hereby recommend the Plan as amended by the 2018 Review Supplement to the Oconee County Council for adoption.

Resolved in meeting, duly assembled, this 5th day of February, 2018.

ATTEST:



Adam Chapman
Secretary to the Oconee County
Planning Commission



Frankie Pearson
Chair, Oconee County
Planning Commission

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 20, 2018

ITEM TITLE:

Title: **Tractor with Samurai Boom Mower**

Department: **Roads & Bridges**

Amount: **\$124,718.22**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: Adale Price

Budget: **\$124,718.22** Project Cost: **\$124,718.22** Balance: **0.00**

Insurance Proceeds of \$72,987.58 and balance of \$51,730.64 to come from Road Department's General Fund Budget.

BACKGROUND DESCRIPTION:

This slope mower consists of a 2017 John Deere 6105E tractor with a 22 ft. Samurai Boom Mower attached. It is used by the Roads and Bridges department for vegetation management in areas that are not accessible by conventional mowers. This slope mower is a replacement for the tractor with boom mower, purchased in September of 2009, that was a total loss due to fire on December 7, 2017, while the tractor was being used to mow at the County Airport.

SPECIAL CONSIDERATIONS OR CONCERNS:

This 2017 tractor with the Samurai boom mower already attached was located at Flint Equipment Company in Simpsonville, SC. Flint Equipment is an authorized Alamo dealer and is providing NIPA Contract pricing for both the tractor and the boom mower. If ordered directly from Alamo, the lead time for the John Deere tractor is currently six months. The NIPA contract allows government customers to buy directly from the manufacturer or from authorized dealers. The National Joint Powers Alliance is a national purchasing cooperative that Oconee County Procurement has joined. It makes contracts available to its members that are bid on the national level and then may be fulfilled by local or state dealers.

ATTACHMENT(S):

1. Flint Equipment Company NIPA Quote

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2017 John Deere Tractor with a 22 ft. Samurai Boom mower from Flint Equipment Company of Simpsonville, SC, in the amount of \$124,718.22.

Submitted or Prepared By: Robyn Courtright
Robyn Courtright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder
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.



February 6, 2018

Oconee County
415 S Pine St
Walhalla, SC 29691

Dear Ladies and Gentlemen:

We are pleased to quote the following for your consideration:

1 John Deere 6105E Cab & Air 4wd 1P06105EEH0010099	\$71,027.52
1 Samural 22 Joystick control	\$42,190.08
1 50" Pan Rotary Head with Swivel	\$14,159.04
1 Factory Mounting	\$7,298.88
Total	\$134,672.52
15% NJPA Discount	\$114,474.19
Freight	\$3,184.51
NJPA Total Price #070313-AGI	\$117,658.70

We believe the equipment as quoted will exceed your expectations. On behalf of Flint Equipment Co., thank you for the opportunity to quote John Deere machinery.

Sincerely,

Sean A. Smith

Sean A. Smith
Territory Manager
This proposal is good for 30 days'

Add 6% Sales Tax \$ 7059.52
New Total \$ 124,718.22

Office:
116 Corporate Drive
Simpsonville, SC 29681
Office: (864) 963-5835
Fax: (864) 963-7405

Locations:
Albany, Georgia
Adairsville, Georgia
Atlanta, Georgia
Aynor, South Carolina
Braselton, Georgia

Columbus, Georgia
Cuthbert, Georgia
Dothan, Alabama
Grovetown, Georgia
Macon, Georgia
Perry, Florida

Simpsonville, South Carolina
Tallahassee, Florida
Troy, Alabama
West Columbia, South Carolina

A FlintCo Company

www.flintequipco.com



JOHN DEERE



Boards & Commissions

Boards & Commissions	State / DC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [1]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [1]	Doug Hollifield [1]	Sandra Gray [1]	Ed Land [1]	Vickie Wroughtby [1]	Kim Alexander [1]	Rox Blanton [1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Nooral [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Aren Medford [2]	Gwen Fowler [1]	Bill Gister [1]	Mary McKee [1]	OPEN	Josh Lusk [1]	Charles Morgan [1]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shaa Airey [2]	OPEN	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]		
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]		
PRT Commission (members up for reappointment Oct 15 initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2]; Rick Lacey [2]; Mike Wallace [2]			Darlene Greene		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Stacey Powell [1]		
Library Board	4-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1,15]; M. Jacobson [P, 1,15]; W. Castor [2, 1,15]			B. Brackett [1,17]; A. Griffin [1,17]; K. Holleman [P[1,17]]; L. Martin [P[1,17]]; A. Suddeth [2]; C. Morrison [1,17]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	Alex Vassey	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee (end 1,17)															
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson								
Ten At The Top (TATT)				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Ms. Cammick (yearly); 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								

[#] - denotes term. [1-2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

Katie Smith

From: Katie Smith
Sent: Wednesday, January 24, 2018 9:59 AM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 23953 Confirmation

Looks good; thanks!

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx. 864.718.1024
ksmith@oconeesc.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Wednesday, January 24, 2018 9:50 AM
To: Katie Smith
Subject: Classified Ad# 23953 Confirmation

please let me know if you approve this ad to run. I have it scheduled for 1/25. Thank you, Kelsie Beebe

THE JOURNAL

Classified Advertisi

**OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691**

**Acct#:63488
Ad#:23953
Phone#:864-718-1023
Date:01/24/2018**

Salesperson: KBEEBE Classification: Legals Ad Size: 1.0 x 2.000

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	01/25/2018	01/25/2018	1	30.70	30.70

Payment Information:

Date:	Order#	Type
01/24/2018	23953	BILLED ACCOUNT

Total Amount: 30.70

Amount Due: 30.70

Comments: OCONEE COUNTY COUNCIL PUBLIC HEARING - ORDINANCE 2018-4

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

**NOTICE OF PUBLIC HEARING
THERE WILL BE a public hearing at
6p.m. on Tuesday, February 20,
2018 in Oconee County Council
Chambers located at 415 South Pine
Street, Walhalla, SC 29691 for the
following ordinance:**

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-04
AN ORDINANCE AMENDING
CHAPTER 38 OF THE OCONEE
COUNTY CODE OF ORDINANCES,
IN CERTAIN LIMITED REGARDS
AND PARTICULARS ONLY,
REGARDING SETBACK
LANGUAGE FOR COMMERCIAL
STRUCTURES; AND OTHER
MATTERS RELATED THERETO.**

LEGAL NOTICES**LEGALS**

NOTICE OF APPLICATION
 NOTICE IS HEREBY given that HFI-SC PROPERTIES, LLC intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and on premises consumption of Beer and Wine at 1510 BLUE RIDGE BLVD, SUITE 106, SENECA, SC 29672. To object to the issuance of this permit/license, written protest must be postmarked no later than **JANUARY 27, 2018**.

For a protest to be valid, it must be in writing and should include the following information:

1. The name, address and telephone number of the person filing the protest;
2. The specific reasons why the application should be denied;
3. That the person protesting is willing to attend a hearing (if one is requested by the applicant);
4. That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business;
5. The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-0125 or faxed to (803) 896-0119.

NOTICE OF PUBLIC HEARING
 THERE WILL BE a public hearing at 6 p.m. on Tuesday, February 20, 2018 in Oconee County Council Chambers located at 615 South Pine Street, Wadega, SC 29681 for the following ordinance:

STATE OF SOUTH CAROLINA
 OCOONEE COUNTY
 Ordinance 2018-01
 AN ORDINANCE AMENDING CHAPTER 98 OF THE OCOONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS

LEGAL NOTICES**LEGALS**

AND PARTICULARS ONLY REGARDING SETBACK LANGUAGE FOR COMMERCIAL STRUCTURES AND OTHER MATTERS RELATED THERETO.

**REQUEST FOR PROPOSALS
 SENECA TRANSIT STOP**

Project RFP2017-017

Seneca Planning & Development is seeking responses to this Request for Proposal (RFP) from interested parties to provide Construction and Installation services.

Proposals are due:
 2:00 P.M. on Tuesday,
 January 30, 2018.

Bid information is available on the City of Seneca website: www.seneca.sc.us, and at 250 E. North Second Street, Seneca SC 29678

BUY HERE

We start with 30 y

- * LOW
- * OWNER FINAN
- * OPEN SATU

642 W. N. FIRST
864



SERVICE FIN

CALL THESE LOCAL PROFESSIONALS FOR ALL YOUR

CONSTRUCTION**Construction & Roofing**

- Painting
- Roofing
- Vinyl Siding
- Power Washing
- Deck & Dock Restoration
- Gutter & Roof Cleaning

HOME IMPROVEMENT

**GARRETT REPAIR
 & REMODELING**

Service You Can Trust

20% Senior Discount

- Electrical
- Plumbing
- Carpentry
- Painting

**PEST CONTROL**

**Walker Pest
 Management**

Licensed • Insured

Free Inspections & Estimates

General Pest Service

Bed Bug Heat Treatment

Termite Treatments



PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

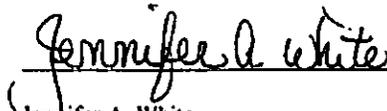
IN RE: OCONEE COUNTY COUNCIL PUBLIC HEARING - ORDINANCE 2018-4

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 01/25/2018 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
01/25/2018



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

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

**Oconee County
Council**

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

Phone: 864-718-1022
Fax: 864-718-1024

E-mail:
ksmith@occonesc.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V



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

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

The Oconee County Council will meet in 2018 on the first and the third Tuesday of each month [excluding July & August which will meet only on the third Tuesday of the month; April will meet on the second and fourth Tuesday; AND an additional meeting will be held in September] at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

Oconee County Council will also hold a Planning Retreat in February 2018 [TBD] in Council Chambers to establish short and long term goals.

Additionally, Council will meet on January 8, 2019 at 6:00 p.m. in Council Chambers at which point they will establish their 2019 council and committee meeting schedules.

Additional Council meetings, workshops and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2018 on the following dates/times in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health & Welfare [LEPSHW] Committee AND the Transportation Committee at 5:30 p.m. on the following dates: January 9, April 17, July 10 and October 9, 2018. Additionally, the LEPSHW will meet on January 23, 2018 at 5:00 p.m.

The Real Estate, Facilities & Land Management Committee AND the Budget, Finance & Administration Committee at 5:30 p.m. on the following dates: February 13, May 8, August 14 and November 13, 2018.

The Planning & Economic Development Committee at 5:00 p.m. prior to the Council meeting on the following dates: March 6, June 5, September 4 and December 4, 2018.

LEGLALS

SALE: The successful bidder, other than the Plaintiff, will deposit with the Oconee County Clerk of Court at conclusion of the bidding. Two percent (2%) of his bid, in cash or equivalent as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to cost and then to Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Oconee County Clerk of Court may resell the property on the same terms and conditions on some subsequent Sale Day (in the fall, at the last highest bidder). For complete terms of sale, attention is drawn to the judgment of Foreclosure and Order for Sale on file with the Clerk of Court for Oconee County. A personal delinquency judgment being entered, bidding will not remain open. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 1.00% per annum. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present. Plaintiff does not warrant to the search or purchaser or foreclosure sale or other sale parties, who should have their own file search performed on the subject

LEGLALS

property. Purchaser is responsible for the preparation and filing of their deed.
 Beverly H. Watson
 Oconee County Clerk of Court
HARRELL, MASSON & PEACE, P.A.
 Donald W. Tyler #26654
 Taylor A. Pease #100208
 115 Columbia Avenue, PO Box 1000
 Oconee, South Carolina 29039
 (803) 340-3353
ATTORNEY FOR PLAINTIFF

THE CITY OF WALHALLA is accepting applications for a meter reader/maintenance worker in the water department. Works in the reading and operation of utility meters and input data into a computer. An outdoor job, weather job. High School graduate or GED equivalent. Must possess a valid SO Drivers License and good driving record. Job requires evening hours shift. Must be able to lift and/or move 25 lbs to 50 lbs. Applications will be accepted until 06/05/18 at 1:00. Applications may be obtained from the City Hall, 205 W. Church Street, Walhalla.

THE OCOONE COUNTY COUNCIL will meet in 2018 on the first and the third Tuesday of each month (excluding July & August which will meet only on the third Tuesday of the month). Fall will meet on the second and fourth Tuesday; AND an additional meeting will be held in September at 5:00 p.m. in Council Chambers, Oconee County Administration Offices, 415 South Pine Street, Walhalla, South Carolina

LEGLALS

unless otherwise advised. Oconee County Council will also hold a Planning Retreat in February 2018 (TEC) in Council Chambers to establish short and long term goals. Additionally, Council will meet on January 8, 2018 at 4:00 p.m. in Council Chambers at which point they will establish their 2018 council and committee meeting schedule. Additional Council meetings, workshops and committee meetings may be added throughout the year as needed. Oconee County Council Committees will meet in 2018 at the following designated in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advised: The Law Enforcement, Public Safety, Health & Welfare (CEPS&W) Committee AND the Transportation Committee at 5:00 p.m. on the following dates: January 9, April 17, July 10 and October 9, 2018. Additionally, the LEPS&W will meet on January 23, 2018 at 5:00 p.m. The Real Estate, Facilities & Case Management Committee AND the Budget, Finance & Administration Committee at 5:00 p.m. on the following dates: February 13, May 8, August 14 and November 13, 2018. The Planning & Economic Development Committee at 5:00 p.m. prior to the Council meeting on the following dates: March 6, June 5, September 4 and December 4, 2018.

**CALL 882-2375
TO ADVERTISE**

WAKE UP.

BE THE BOSS

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: 2018 OCONEE COUNTY COUNCIL MEETINGS

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 01/13/2018 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
01/13/2018



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

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



Public Comment
SIGN IN SHEET
6:00 PM

February 20, 2018

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
✓ 1	David Hubbard	Rock Crusher
✓ 2	Wade Cobb	Rock Crusher
✓ 3	Bandy Cobb	Rock crusher
✓ 4	Jean Jennings	Fire Dept & DeKalb School
✓ 5	Tommy Crumpton	Rock Quarry
✓ 6	Robbie Lee	Rock Quarry
✓ 7	Al E. Walker	Rock Crusher
8		
✓ 9	Bo Horne	
✓ 10	Michael Massey	
11		
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✓ 17	Berry Nichols	Rock Crusher - Clinch
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



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

PLEASE PRINT

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



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: February 20, 2018 6:00 p.m.**

Ordinance 2018-04 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACK LANGUAGE FOR COMMERCIAL STRUCTURES; AND OTHER MATTERS RELATED THERETO."

[Commercial Structure Setback Language]

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

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

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

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

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

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

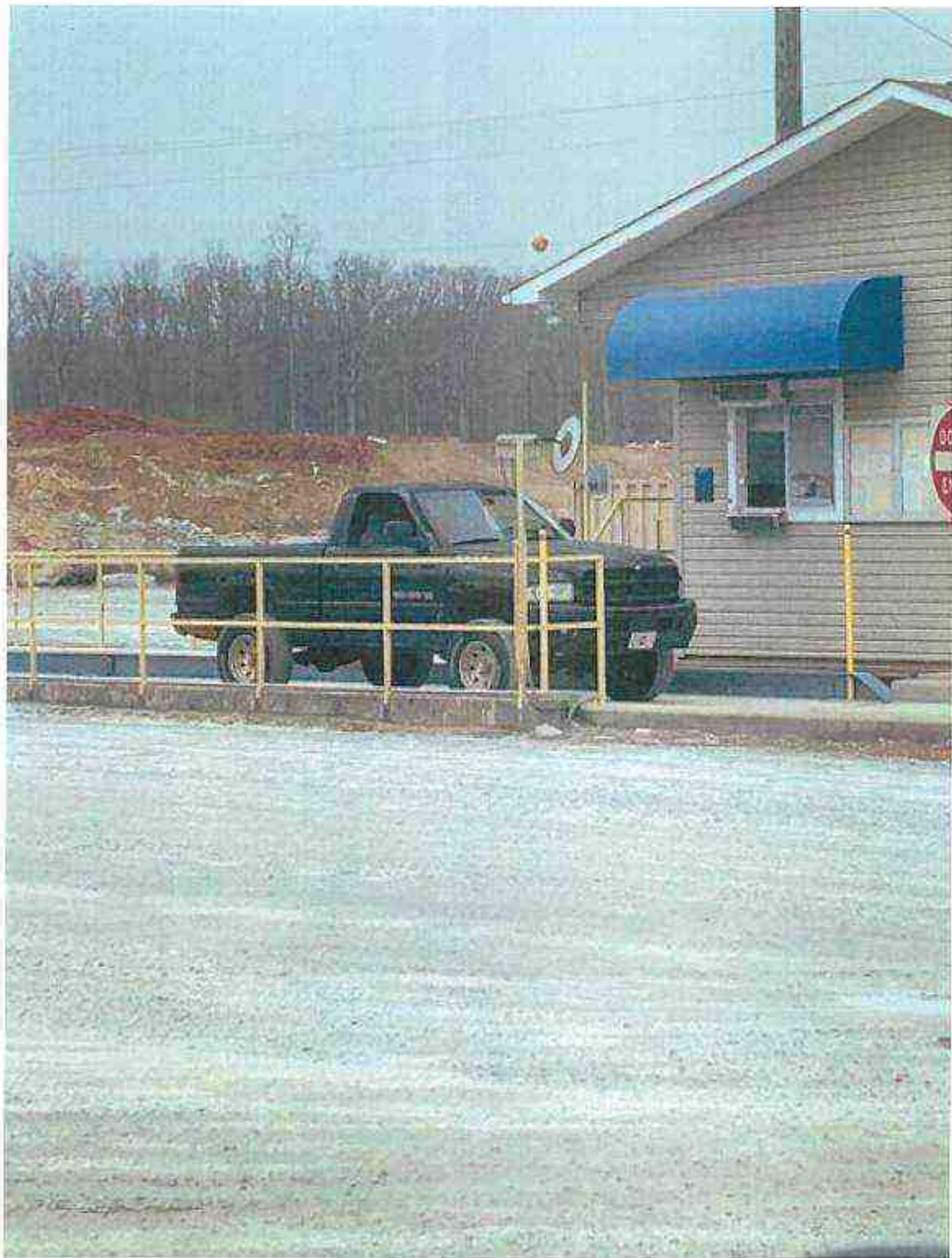
Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691

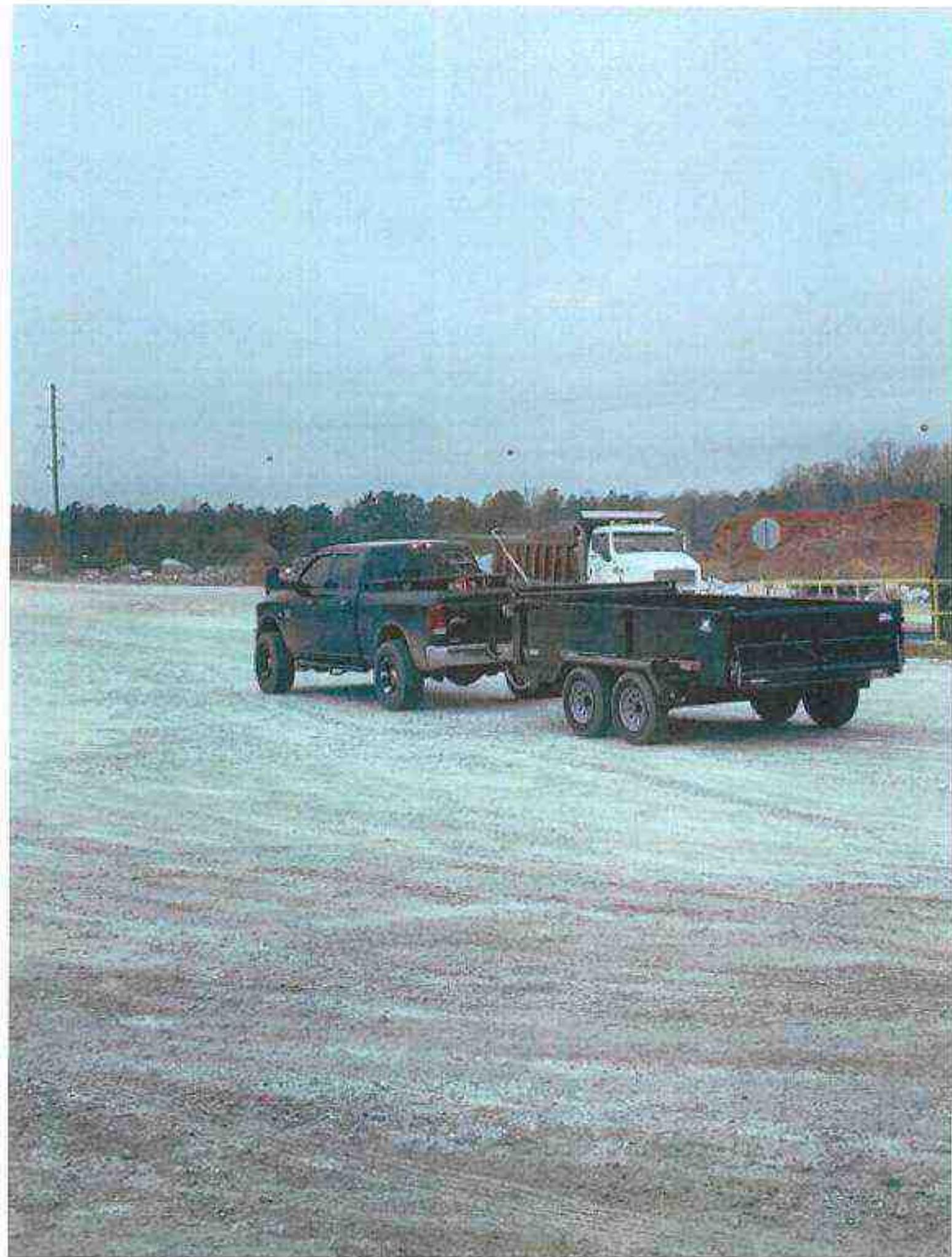
Please PRINT your name

1.	Bethorne	} move to public comment
2.	MICHAEL MASON	
3.	DAVID CALDWELL	- did not want to speak
4.	AL SHELTER	wanted to speak about Rock Crusher
5.		
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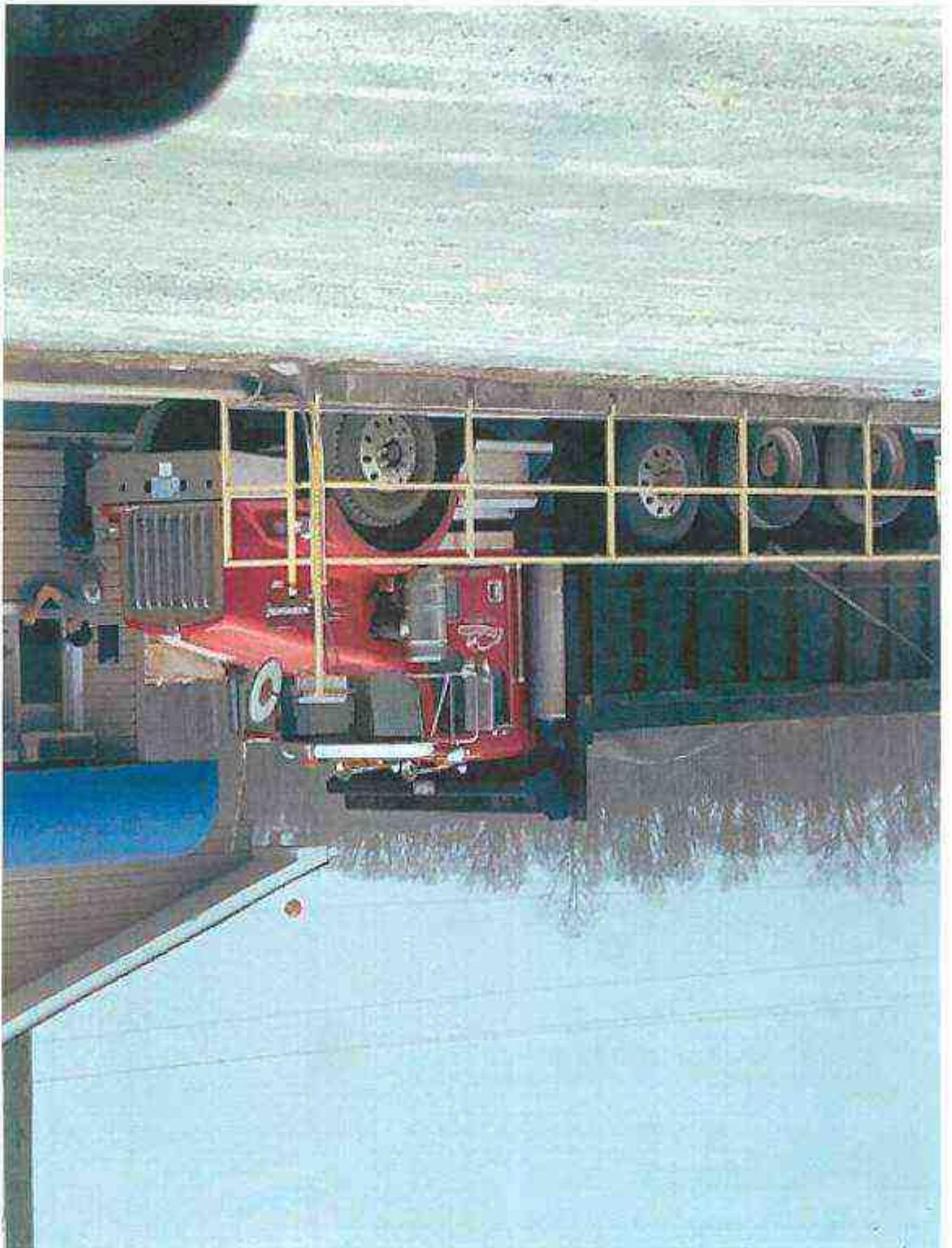
Handwritten text, possibly a signature or name, written in black ink on a white background. The text is oriented vertically and appears to be a name or a set of initials.













A photograph of the rear side of a white Dodge truck cab. The truck is parked next to a wooden structure. The rear door of the cab is the central focus, featuring a large window and a door handle. Below the window, the company name and contact information are written in a stylized, cursive font. At the bottom of the door, there is a small rectangular badge with the Dodge logo and the text 'DODGE TORO' and 'DODGE'. The truck's body is white, and the background is a plain, light-colored wall.

Powell's Trucking
Toccoa, Ga.
706-308-3420

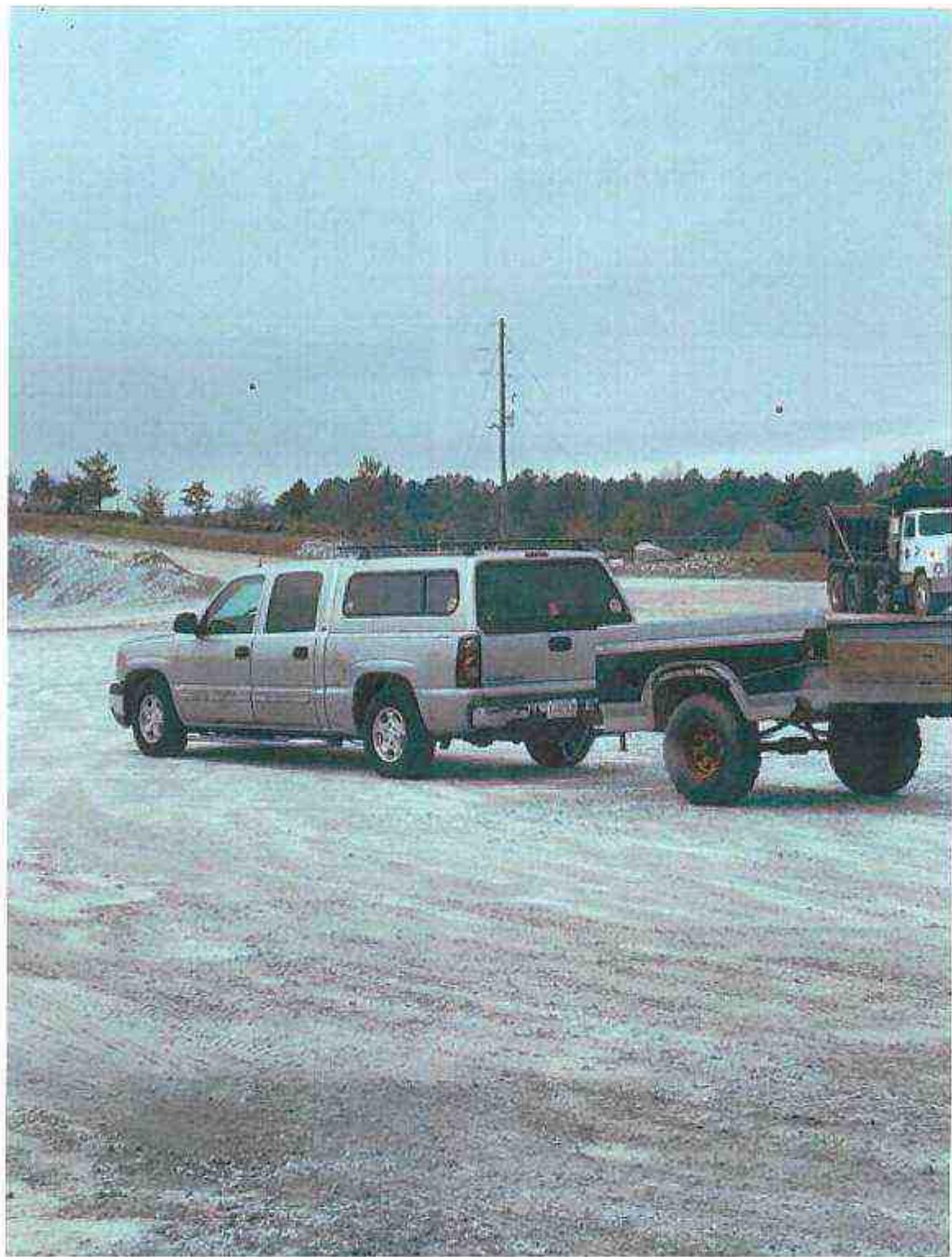


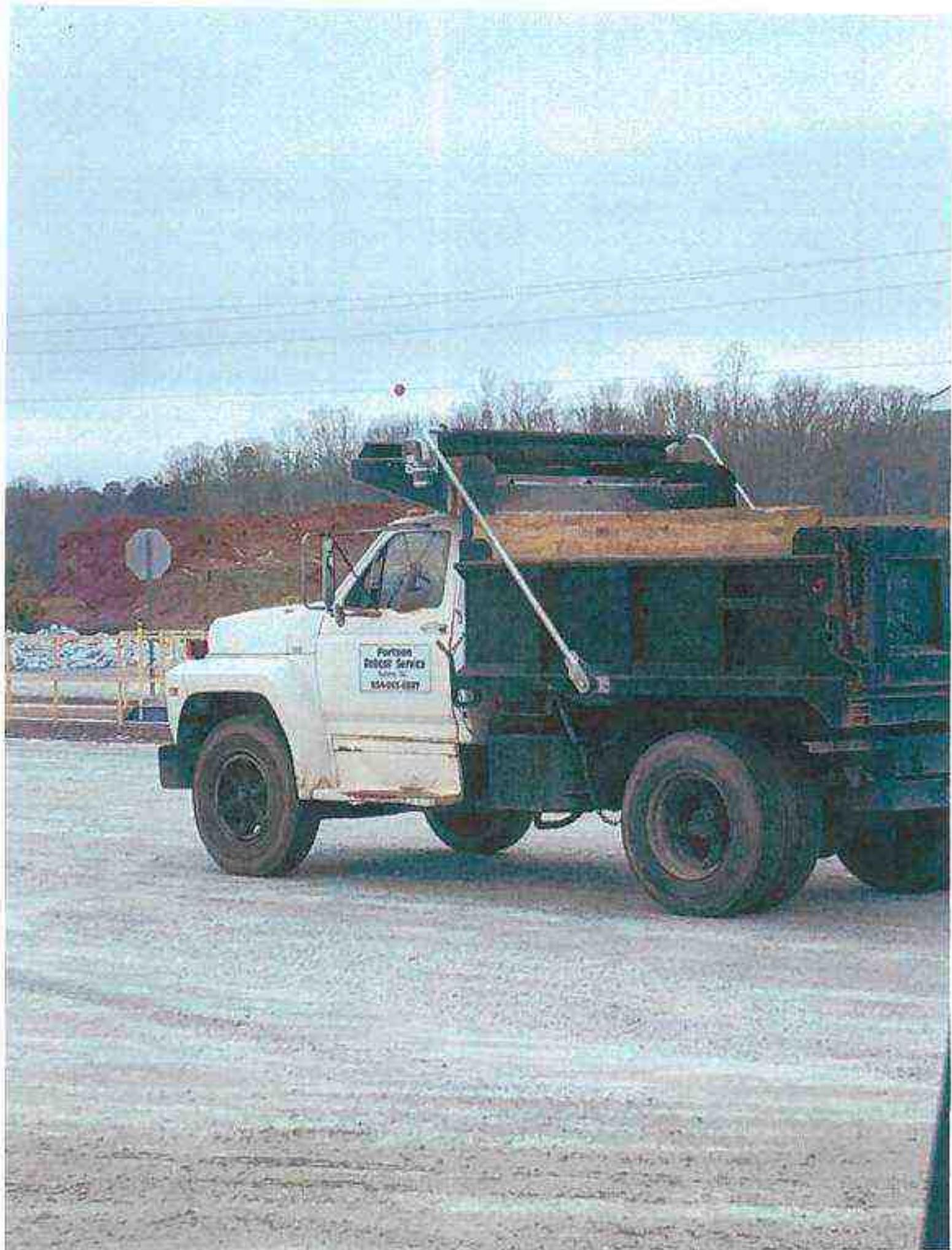
DODGE TORO



DODGE

MC 86









Hubbard Paving & Grading, Inc.
Hubbard Asphalt Sales

698 Rock Crusher Road
Walhalla, SC 29691
Office (864) 638-8672
Fax (864) 638-8672

COPY

September 1, 2011

Oconee County Rock Quarry
Attn: Rick Martin
586 Rock Crusher Road
Walhalla, SC 29691

RE: Qualified products for aggregate from a qualified supplier

Dear Sir,

South Carolina Department of Transportation contacted me on 8-31-2011 advising me that my company is not on the current qualified products list for Plants to provide products to SCDOT. After further review of this issue, I found that I cannot be on their qualified product list unless I purchase my asphalt materials from a qualified quarry.

I am respectfully writing to ask that you please consider getting Oconee County Rock Quarry qualified under SC State specifications. I am including a few links that I think would be beneficial to you.

http://www.scdot.org/doing/StandardSpecifications/pdfs/2007_full_specbook.pdf

http://www.scdot.org/doing/pdfs/sup_tech_specs/Hot_Mix_Aspphalt_Material_Properties.pdf

<http://www.scdot.org/doing/pdfs/TestProcedures/Asphalt/SCT80.pdf>

<http://www.scdot.org/doing/ConstructionDocs/pdfs/Materials/1%20QPL%20012511.pdf>

<http://www.scdot.org/doing/ConstructionDocs/pdfs/Materials/2%20QPL%20041210.pdf>

I do know that if your Quarry was qualified, I, as well yourself, and other companies would benefit from this. At this time, I have lost a top customer under these circumstances.

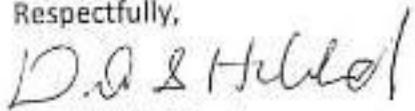
If you would like to discuss this matter, please feel free to contact me at 864-903-1501.

hubbardpaving@yahoo.com

Thank you for your time concerning this matter.

COPY

Respectfully,

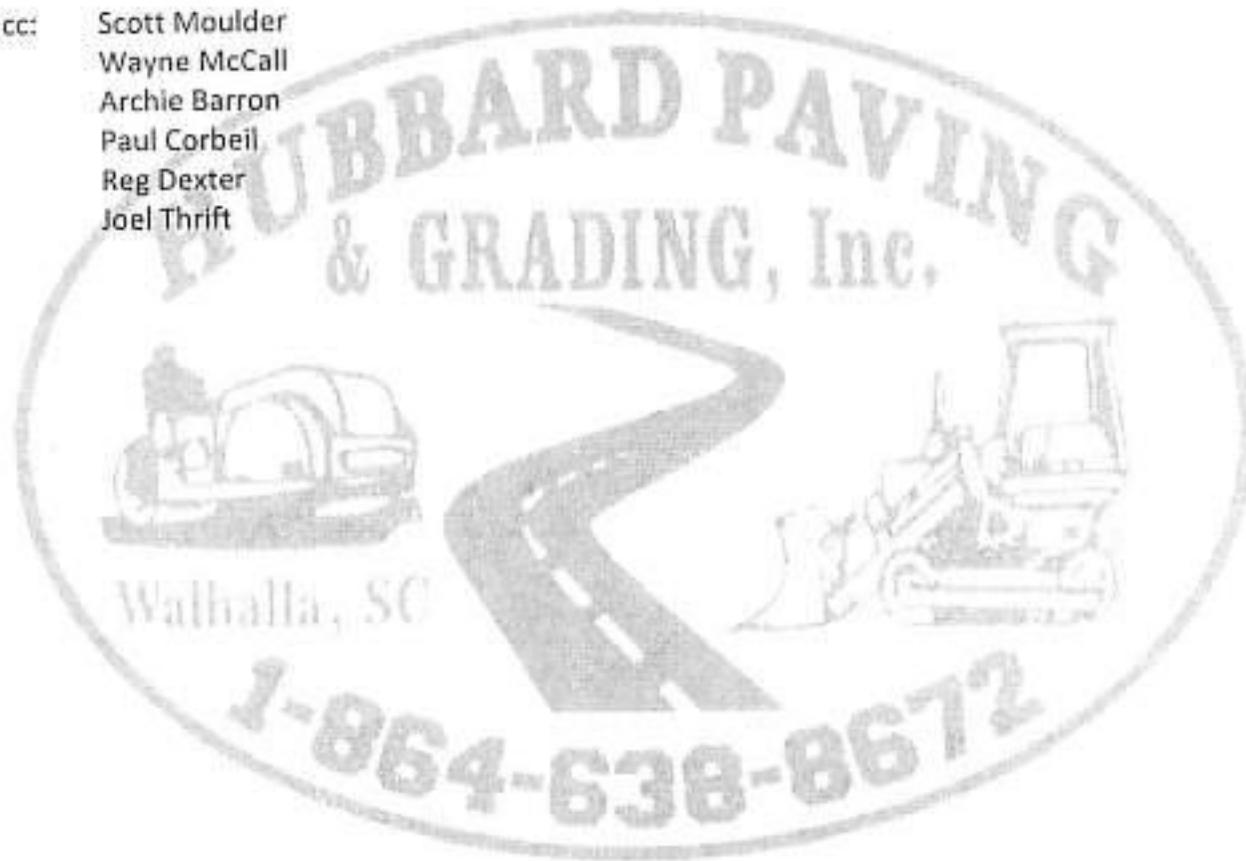


David G. Hubbard

Owner

Hubbard Paving & Grading, Inc.

cc: Scott Moulder
Wayne McCall
Archie Barron
Paul Corbeil
Reg Dexter
Joel Thrift



hubbardpaving@yahoo.com



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE

February 13, 2018

Motion to Amend Agenda

Mr. McCall made a motion, seconded by Mr. Hart, approved 5-0, to add a Public Comment session to the agenda.

Public Comment Session

Mr. David Hubbard, Hubbard Paving, addressed Council in opposition of a lease for the Oconee County Rock Quarry.

Danny Hutchinson, Hutchinson Construction, addressed Council in opposition of a lease for the Oconee County Rock Quarry and regarding the Mission Statement of Oconee County.

Robbie Lee, Lee's Groundcovers, addressed Council in opposition of a lease for the Oconee County Rock Quarry.

Development of Priorities for Inclusion of Strategic Plan

Law Enforcement, Public Safety, Health & Welfare and Transportation Committees have met regarding the development of Priorities. The Real Estate, Facilities, & Land Management Committee meeting is following this meeting and the Planning & Economic Development Committee meeting is scheduled for March 6, 2018. There were goals that were identified from the following Committee meetings:

Transportation Committee

- Crosswalk in front of Lakeview Assisted Living
 - Met with director of Lakeview last week
 - Plan for crosswalk and also lighting improvements
 - Gravel improvements
 - Parking lot
 - Community garden

- Scanning of plats
 - Funding
 - Vocational Rehabilitation employment programs

- Road approval and acceptance
 - Modified road approval and acceptance ordinance
 - Update to subdivision road design ordinance

- Sewer South
 - Construction drawings
 - Grant application
 - Cost estimates
 - Cost to serve analysis and study

Law Enforcement, Public Safety, Health & Welfare

- Recycling Center Improvements
 - Increased marketing budget and increased marketing plan
 - Next year's budget
 - Hauling fees vs. recycling
- Ambulance Service Expansion to other areas of the County
 - More difficult to achieve financially until plan is formed
 - EMS improvement plan
- Deputy / Investigators
 - Backlog of investigations
 - Number of investigations vs investigators
 - Additional investigators in next year's budget?
- Expansion of Youth Activities with the Sheriff
 - Mentoring programs to identify at-risk
 - Youth mentor program through volunteer action
 - Long term goal rather than short term goal

Agricultural Advisory Commission

- Provide as much assistance to the FARM Center for roadside signage and to create and post signs along corridors in the County that speak to the economic impact of Agriculture
- Create and execute a marketing and public education campaign that focuses on Agriculture with the intent on garnering interest and support for Agriculture and possibly encouraging people to create new farms.
- Attend and present to the County Council meetings the impact economically about Agriculture and refine goals and attempt to attain a budget to the Agboard activities from the County

Budget Calendar Approval

Mr. Moulder provided Council with a draft calendar [copy filed with these minutes] and coordinated these dates with County Council meetings. Discussion continued to include:

- Conflict with March 16, 2018 for the strategic planning meeting
- Possible meeting for March 2, 2018 for the strategic planning meeting
- Planning & Economic Development Committee meeting scheduled for March 6, 2018 has been cancelled and rescheduled to February 27, 2018
- Strategic Planning Retreat is scheduled for Friday, March 2, 2018 beginning at 9am
- School District of Oconee County [SDOC] to present budget on April 17, 2018
- Discussion with SDOC prior to their budget presentation

Mr. Davis made a motion, seconded by Mr. Hart, approved 5 – 0, to approve the budget calendar with the changes of meetings as stated.

FY 2019 Budget Discussion

Lengthy discussion continued to include but not limited to:

- One more hangar at the airport to make it self-sufficient

- Adding additional hangars at the airport and add the capital cost it would go in the other direction to be self sufficient
- At the moment, right at net zero gain
- Rental of hangars, rental of field space, fuel sales, special events fees, long term parking fees, etc.
- Revenue bond for the airport but not going to generate enough surplus revenue to pay the bond back

Discussion regarding Impact Fees

- Developers and builders against it
- Outsourced
- Capital Improvement Plan
- Impact fees levied before the development
- Facilities not operational
- Sheriff

Motion to Amend Agenda

Mr. Davis made a motion, seconded by Mr. Hart, approved 5 – 0, to amend the agenda to add “to receive legal advice and discuss an economic development matter: Lakeside Lodge” to Executive Session.

Council entered Executive Session at 6:27 p.m.

Council returned from Executive Session at 7:06 p.m. on a motion made by Mr. Davis, seconded by Mr. Hart, approved 5 – 0.

Ms. Cammick stated that no action was taken in Executive Session.

The next Budget, Finance, & Administration Committee meeting is scheduled for May 8, 2018 and will either immediately precede or follow the Real Estate, Facilities & Land Management Committee meeting, which is also scheduled at 5:30 pm.



NOTES
REAL ESTATE, FACILITIES & LAND MANAGEMENT
COMMITTEE MEETING
February 13, 2018

Development of Priorities for Inclusion of Strategic Plan

Mr. Davis opened up the discussion regarding the development of priorities to include:

- Westminster Magistrate is in need of facilities
- Pine Street security
- Park upgrades / ADA compliance

Farm Center Update / Stanley Gibson

Mr. Stanley Gibson, Chairman of the FARM Center board, addressed Council highlighting the following:

- Thankful for the support over the years and hopeful for the continued support
- Topography of the site to do as little grading as possible
- Construct permanent structures for use during the Fair as well as other events
- Amphitheater
- Working with Blue Ridge Electric and Seneca Light & Water
- Planned events for this year include
 - Farmer's Market to potentially open in April
 - High School Rodeo on April 27, 2018 and April 28, 2018
 - Hay Day put on by Oakway Tractor to be determined
 - Fair from September 25, 2018 thru September 29, 2018

No action was taken from the Committee at this time.

Development of Priorities for Inclusion of Strategic Plan [continued]

Mr. Moulder addressed the Committee noting an idea from Mr. Richard Blackwell, Oconee Economic Alliance, and the discussions coming from the Destination Oconee projects to include but not limited to:

- ADA compliance restrooms at Chau Ram
- Use existing funding which would consist of millage from Economic Development, the remainder of the Destination Oconee grant, and contribution of local ATAX funds from PRT commission and out of this year's budget, pay for the Chau Ram ADA restroom \$285,000 using the available funding in this millage
- Designated money to be spent on miscellaneous projects; use this money in addition to ATAX to complete Chau Ram ADA restrooms, playground improvements, Palmetto Trail contributions, Gateway signage
- Engineering on Sewer South and submit with grant application in March
- In order to apply, must have construction drawings & cost estimates; sewer authorities must completed a cost analysis and rate study

Mr. Davis made a motion, seconded by Ms. Cannick, approved 3 – 0, to recommend to full Council to use the existing funds of millage from Economic Development, the remainder of the Destination Oconee grant, and contribution of local ATAX funds from PRT commission to make Chau Ram restrooms compliant and other miscellaneous projects as listed above.

Discussion and approval to recommend the purchase of property bordering the Oconee County Airport per FAA guidance

- First time this project has been introduced to the Committee
- Approach zone
- Identify obstructions that need to be cleared
- FAA has identified another piece of property that is .75 acres
- House on the property is about 750 feet from the runway and FAA has identified as a hazard zone due to house falling within the Runway Protection Zone.

Mr. McCall made a motion, seconded by Mr. Davis, approved 3 – 0, to recommend to full Council to purchase the property bordering the Oconee County Airport.

Discussion regarding possible shared facility for Westminster Magistrate's Office and City Hall

Mr. Chris Carter, Westminster City Administrator, addressed the Committee highlighting the following to include but not limited to:

- Submitted a letter to the County based on previous discussions with the City
- Budgeted sum of money for architectural programming study to evaluate a combined facility between the Magistrate's Office and City Hall
- New Board asked for a commitment that there was interest
- Magistrate's Office and Police Department need a better place

Mr. Davis made a motion, seconded by Mr. Cammick, approved 2 – 0 [Mr. McCall abstained] to recommend to full Council a 9 month maximum commitment to work toward a partnership with the City of Westminster to construct a Magistrate/City Hall with a County commitment of \$500,000 per being able to find the money in the budget.

Discussion regarding land donation request in Foxwood Hills for potential Sheriff's Office Substation and Helicopter Landing Zone

Mr. Davis made a motion, seconded by Ms. Cammick, approved 3 – 0, to remove Discussion regarding land donation request in Foxwood Hills for potential Sheriff's Office Substation and Helicopter Landing Zone from the agenda.

The next Real Estate, Facilities & Land Management Committee meeting is scheduled for May 8, 2018 and will either immediately precede or follow the Budget, Finance, & Administration Committee meeting, which is also scheduled at 5:30 pm.