



AMENDED AGENDA

OCONEE COUNTY COUNCIL MEETING

September 18, 2018

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, 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

- September 11, 2018 Regular Minutes

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Third Reading of the Following Ordinances

Second Reading of the Following Ordinances

Ordinance 2018-14 “AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE DEFINITIONS CONTAINED THEREIN, WITH PARTICULAR REFERENCE BEING MADE TO THE NAMING OF SUBDIVISIONS; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-26 “AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING LAND DEVELOPMENT AND SUBDIVISION REGULATIONS, SPECIFICALLY IN RELATION TO CLARIFYING LANGUAGE RELATING TO MINIMUM LOT SIZES; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-28 “AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY LOCATED ON SOUTH OAK STREET, SENECA, SOUTH CAROLINA, COMPRISING APPROXIMATELY 4.946 ACRES, TO THE SCHOOL DISTRICT OF OCONEE COUNTY; AND OTHER MATTERS

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

RELATED THERETO.”

Ordinance 2018-29 “AN ORDINANCE TO AMEND DIVISION 12, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING AN EX OFFICIO MEMBER TO THE OCONEE COUNTY AGRICULTURAL ADVISORY BOARD; AND OTHER MATTERS RELATED THERETO.”

First Reading of the Following Ordinances

Ordinance 2018-30 “AN ORDINANCE TO AMEND CHAPTER 4 OF THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED THE *OCONEE COUNTY ANIMAL CONTROL ACT*; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-31 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE I-85 OVERLAY DISTRICT WITH PARTICULAR REFERENCE BEING MADE TO CHANGES TO THE FAIRPLAY VILLAGE SUB-DISTRICT AND FAIRPLAY VILLAGE CENTER; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

Discussion Regarding Action Items

Komatsu Rigid Frame Back-Dump Truck / Quarry / \$519,031.00

Budget: \$800,000.00 / **Project Cost:** \$519,031.00 / **Balance:** \$280,969.00

This purchase is for a new Komatsu HD325-8, a 40 ton off-road, rigid frame, back-dump truck for the Quarry. This truck will be a new addition and will be used in the daily operations of the Quarry to haul rock products. The Quarry currently has one Terex 40 ton truck and two Komatsu 40 ton trucks. The Quarry researched comparable Caterpillar and Terex trucks similar in size, and concluded that the Komatsu truck is the best fit for the Quarry and the least expensive. To keep maintenance and repair issues minimized and to utilize existing parts inventory, a replacement truck should only be Komatsu or Terex brand. This new truck comes with a 2000 hour/3 year warranty and will be serviced by Linder Industrial Machinery.

It is the staff’s recommendation that Council approve the purchase of a 2018 Komatsu Back-Dump Truck from Linder Industrial Machinery of Greer, SC, in the amount of \$519,031.00.

FY 2018/ 19 EDA Disaster and SCRIA Funding Commitment by Oconee County for the City of Walhalla, Walhalla-Westminster Interconnection Project

- The City of Walhalla will be submitting for EDA Disaster Recovery grant funding to enable the construction of water service infrastructure, connecting the City of Westminster and the City of Walhalla in areas adjacent to the Oconee Industry & Technology Park (OITP) (the "Project").
- EDA Disaster Recovery grant funding will be 71% of the total cost of this \$663,300 project - approximately \$ 473,600.
- SCRIA grant funding will be 18% of the total cost of this project, approx. \$ 118,400.

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

- Requesting the County to provide 11% of the total cost for engineering, totaling up to \$71,000. These funds will be covered in the Economic Development Fund.

It is staff's recommendation that Council approve the expenditure of \$ 71,000, to be designated to pay for engineering costs for the City of Walhalla's Walhalla-Westminster Interconnection Project. An Ordinance to this effect will be forthcoming if Council approves this Project.

FY 2018/19 EDA Disaster and SCRIA Funding Commitment by Oconee County for the Oconee Joint Rural Sewer Authority, Sewer South Phase 2 Project

- The Oconee Joint Rural Sewer Authority (OJRSA) will be submitting for an EDA Disaster Recovery and SCRIA grant funding to enable the construction of extending sewer service infrastructure , connecting the Golden Corner Commerce Park pump station to the Village of Fair Play, on to Exit #2/1-85 and on to Exit # 1/I-85 (the "Project").
- EDA Disaster Recovery grant funding will be 71% of the total cost of this \$5,291,130 project - approximately \$ 3,742,264.
- SCRIA grant funding will be 18% of the total cost of this project, approx. \$935,566.
- Requesting the County to provide 11% of the total cost for engineering, totaling up to \$613,300. These funds will be covered in the Economic Development Fund.

It is staff's recommendation that Council approve the expenditure of \$613,300, to be designated to pay for engineering for the OJRSA's Sewer South Phase 2 Project. An Ordinance to this effect will be forthcoming if Council approves this Project.

Local ATAX Grants / Fall 2017 Cycle / \$50,200

Beginning Local ATAX balance \$271,770

If all grants/projects approved/new balance will be: \$221,570

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]*

[None scheduled.]

New Business *[may include items which may be scheduled for final action at a future meeting, if required]*

[None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Receive legal advice and discuss a contractual matter regarding the Sewer South Transfer and Operation Agreement with the Oconee Joint Regional Sewer Authority.

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

[2] Receive legal advice and discuss employment matter related to hiring of County Administrator,-including candidate interviews.

First & Final Reading for the Following Resolutions

Resolution 2018-11 “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL TRANSFER AND OPERATION AGREEMENT BETWEEN OCONEE COUNTY AND THE OCONEE JOINT REGIONAL SEWER AUTHORITY IN RELATION TO THE SEWER SYSTEM EXTENDING BETWEEN THE GOLDEN CORNER COMMERCE PARK AND THE CONEROSS CREEK SEWER TREATMENT PLANT; AND OTHER MATTERS RELATED THERETO.”

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-14**

AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE DEFINITIONS CONTAINED THEREIN, WITH PARTICULAR REFERENCE BEING MADE TO THE NAMING OF SUBDIVISIONS; 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 Article VI of Chapter 32 of the Code of Ordinances with regards to the naming of subdivisions within the *Requirements and Standards* section (§ 32-213); and,

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

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

1. Section 32-213 of the Code of Ordinances, entitled *Requirements and Standards*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of

Article VI of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable law of the County 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 Article VI of Chapter 32, 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: September 11, 2018
Second Reading: September 18, 2018
Third Reading: _____
Public Hearing: _____

Attachment A

Sec. 32-213. - Requirements and standards.

- (a) *Unapproved plat prohibition.* No plat of the subdivision of any land within the unincorporated areas of the county as now or hereafter established, and any incorporated municipality which contracts with the county for these regulations to be administered within such municipality, shall be filed with or recorded by the county Register of Deeds until such plat shall have been submitted to and approved by the county planning commission, planning director, or designee according to the procedures set forth in this article. No road or other way shall be accepted or maintained, nor shall any water line, sewerage, road lighting or similar improvements extended or connected, nor shall any permit be issued by any department of the county for any or other improvements in any subdivision established hereafter which has not been approved by the county planning department and met such requirements as prescribed by the county council.
- (b) *Survey standards.* Plats shall be prepared and survey data entered thereon in accordance with the most recent adopted version of the "Minimum Standards Manual of the Practice of Surveying in South Carolina" established by the South Carolina Board of Registration for Professional Engineers and Land Surveyors provided that all elevations information shall refer to Mean Sea Level Datum or other establish datum (a minimum of [Z] assumed elevation with two benchmarks). Accuracy of plats and attendant data shall be no less that that required in said manual for Class B Suburban Land Surveys.
- (c) *Subdivision name.*
1. All subdivision names must be submitted to the Addressing Office. Names must be easy to read and pronounce. Proposed names may be rejected by the Addressing Office if in the opinion of Emergency Response officials, pronunciation may impair an efficient response.
 2. Subdivision names that may be confused as homonyms (having the same or similar pronunciation) of existing subdivision names shall not be approved.
 3. Names that are vulgar, ethnically offensive, or otherwise problematic shall not be approved.
 4. Subdivision names spelled in an unconventional, complex, or potentially confusing manner shall not be approved.
 5. A subdivision shall be designated by only one name.
 6. Special characters, including numbers, are not allowed.
 7. No duplicates of existing subdivision names are allowed.
- (d) *Utilities.* When utilizing a road right-of-way, all utility lines shall be buried at a depth of at least 36 inches. Such lines shall be located a minimum of two feet outside the portion of the road to be surfaced to prevent having to cut into the paved surface or reconstruct drainage structures to serve abutting properties. In order to prevent future road cuts, utility stub-outs shall be added to all utility lines extending beyond the roadway to each property line.
- (e) *Road signs.* Road name signs shall be installed at all intersections with a subdivision. All other signs shall be installed as required by and at the direction of the county engineer or

his/her designee. All signage will be in accordance with the Manual of Uniform Traffic Control. The developer shall be responsible for all costs of road signage for private drives, private roads, and proposed county roads (at a cost determined by resolution of county council from time to time) prior to acceptance of road by the county. Any person who shall willfully or maliciously damage, deface, remove or otherwise tamper with a sign erected by a subdivider or the county designating the name of any county road shall be guilty of a misdemeanor. In addition thereto, such person shall be liable to the county for the cost incurred by the county as a result of said criminal acts.

- (f) *Family transfers.* When no consideration, other than a nominal monetary amount and love and affection, is paid to the grantor of subdivisions resulting from family transfers as defined by this section of this article, the following shall apply:
 - (1) Subdivision of parcels that results from the conveyance of parcels deeded by parents to children, children to parent, sibling to sibling, grandparents to grandchildren or grandchild to grandparent, and does not involve the construction or extension of any road, bridge, or drainage structure to provide access to interior lots, and does not involve the creation of any new drainage easement, shall be received as information only and approved administratively by the planning director.
- (g) *Minor subdivision.* (Reserved).
- (h) *Compliance with road standards.* Road plans and supporting documentation needed to comply with all adopted the county road standards shall be included with the submission of subdivision plans. Approval of the subdivision shall not be granted unless all applicable road standards are met.

(Ord. No. 2008-20, Art. 3(3.1[a.], 3.1[b.], 3.2—3.7), 12-16-2008)

Attachment B

Sec. 32-213. - Requirements and standards.

- (a) *Unapproved plat prohibition.* No plat of the subdivision of any land within the unincorporated areas of the county as now or hereafter established, and any incorporated municipality which contracts with the county for these regulations to be administered within such municipality, shall be filed with or recorded by the county Register of Deeds until such plat shall have been submitted to and approved by the county planning commission, planning director, or designee according to the procedures set forth in this article. No road or other way shall be accepted or maintained, nor shall any water line, sewerage, road lighting or similar improvements extended or connected, nor shall any permit be issued by any department of the county for any or other improvements in any subdivision established hereafter which has not been approved by the county planning department and met such requirements as prescribed by the county council.
- (b) *Survey standards.* Plats shall be prepared and survey data entered thereon in accordance with the most recent adopted version of the "Minimum Standards Manual of the Practice of Surveying in South Carolina" established by the South Carolina Board of Registration for Professional Engineers and Land Surveyors provided that all elevations information shall refer to Mean Sea Level Datum or other establish datum (a minimum of [Z] assumed elevation with two benchmarks). Accuracy of plats and attendant data shall be no less that that required in said manual for Class B Suburban Land Surveys.
- (c) *Subdivision name.* ~~The proposed name of the subdivision shall not duplicate, or too closely approximate phonetically, the name of any other subdivision in the area covered by these regulations. The planning commission shall have final approval authority for the name of the subdivision.~~
1. All subdivision names must be submitted to the Addressing Office. Names must be easy to read and pronounce. Proposed names may be rejected by the Addressing Office if in the opinion of Emergency Response officials, pronunciation may impair an efficient response.
 2. Subdivision names that may be confused as homonyms (having the same or similar pronunciation) of existing subdivision names shall not be approved.
 3. Names that are vulgar, ethnically offensive, or otherwise problematic shall not be approved.
 4. Subdivision names spelled in an unconventional, complex, or potentially confusing manner shall not be approved.
 5. A subdivision shall be designated by only one name.
 6. Special characters, including numbers, are not allowed.
 7. No duplicates of existing subdivision names are allowed.
- (d) *Utilities.* When utilizing a road right-of-way, all utility lines shall be buried at a depth of at least 36 inches. Such lines shall be located a minimum of two feet outside the portion of the road to be surfaced to prevent having to cut into the paved surface or reconstruct drainage structures to serve abutting properties. In order to prevent future road cuts, utility stub-outs shall be added to all utility lines extending beyond the roadway to each property line.

- (e) **Road signs.** Road name signs shall be installed at all intersections with a subdivision. All other signs shall be installed as required by and at the direction of the county engineer or his/her designee. All signage will be in accordance with the Manual of Uniform Traffic Control. The developer shall be responsible for all costs of road signage for private drives, private roads, and proposed county roads (at a cost determined by resolution of county council from time to time) prior to acceptance of road by the county. Any person who shall willfully or maliciously damage, deface, remove or otherwise tamper with a sign erected by a subdivider or the county designating the name of any county road shall be guilty of a misdemeanor. In addition thereto, such person shall be liable to the county for the cost incurred by the county as a result of said criminal acts.
- (f) **Family transfers.** When no consideration, other than a nominal monetary amount and love and affection, is paid to the grantor of subdivisions resulting from family transfers as defined by this section of this article, the following shall apply:
 - (1) Subdivision of parcels that results from the conveyance of parcels deeded by parents to children, children to parent, sibling to sibling, grandparents to grandchildren or grandchild to grandparent, and does not involve the construction or extension of any road, bridge, or drainage structure to provide access to interior lots, and does not involve the creation of any new drainage easement, shall be received as information only and approved administratively by the planning director.
- (g) **Minor subdivision.** (Reserved).
- (h) **Compliance with road standards.** Road plans and supporting documentation needed to comply with all adopted the county road standards shall be included with the submission of subdivision plans. Approval of the subdivision shall not be granted unless all applicable road standards are met.

(Ord. No. 2008-20, Art. 3(3.1[a.], 3.1[b.], 3.2—3.7), 12-16-2008)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-26**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING LAND DEVELOPMENT AND SUBDIVISION REGULATIONS, SPECIFICALLY IN RELATION TO CLARIFYING LANGUAGE RELATING TO MINIMUM LOT SIZES; 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 32 of the Code of Ordinances, specifically Article VI “Land Development and Subdivision Regulations” with specific reference being made to the clarification of language relating to minimum lot sizes; and,

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

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

1. Article VI of Chapter 32 of the Code of Ordinances, entitled *Land Development and Subdivision Regulations*, is hereby revised, rewritten, and amended to read as set forth in

Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Article VI of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable land use 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 Section 4-9-130 of the 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 Article VI of Chapter 32, 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: July 17, 2018
Second Reading: August 21, 2018 [referred back to Planning Commission]
September 18, 2018
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

Sec. 32-214. - Lot improvements.

- (a) Lot arrangements. All lots shall be arranged such that there will be no apparent difficulties in securing driveway encroachment permits or building permits for reasons of topography or other conditions and must have driveway access from an approved road. The developer shall be liable for all lots within a proposed subdivision.
- (b) Lot dimensions. Except where circumstances such as topography, watercourses, road alignment or existing site boundary configurations dictate otherwise, the following requirements shall apply:
 - (1) Dimensions of corner lots shall be large enough to allow for the erection of buildings observing the minimum yard setbacks from both streets, without encroaching into side and rear yard setbacks, established in the building line section of this chapter.
 - (2) Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for off-street parking and loading facilities required for that type of development, without encroaching into yard setbacks.
- (c) Lot size. Minimum lot size shall be determined by the underlying zoning district located in Chapter 38. All required setbacks shall be met regardless of lot size. No part of a septic system shall be located within any road right-of-way.
- (d) Building lines. (See section 38-10.2 for all setback requirements in the control free district of the county.)
- (e) (Reserved.)
- (f) Usable area. All lots adjacent to floodplains, creeks, and wetlands should use these natural features as lot boundaries when possible. Lots containing areas unsuitable for usage shall not use these areas in calculating minimum lot area.
- (g) Septic system setback.
 - (1) Traditional septic systems shall be constructed so that they comply with all regulations of the South Carolina Department of Health and Environmental Control (DHEC).
 - (2) The applicant shall provide the planning director a copy of all South Carolina Department of Health and Environmental Control (DHEC) permit drawings and an approved DHEC permit application for the proposed septic systems utilized within the development.
 - (3) The developer must demonstrate to the planning director that the proposed development will not adversely affect the present water table and the existing water supplies; and also demonstrate that the proposed water supply system will not be adversely affected by existing septic systems.
- (h) Lot drainage. Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to prevent concentration of storm water from each lot to any adjacent property. Drainage

systems used to control water on one property shall not increase the water flow on adjacent properties without legal easements.

- (i) **Lakes and streams.** If a tract being subdivided contains a water body, or portion thereof, the ownership of and the responsibility for safe and environmentally compliant maintenance of the water body is to be placed so that it will not become a local government responsibility. The minimum area of a lot required under this article may not be satisfied by land that is under water. Where a watercourse other than storm drainage separates the lot's buildable area from the road providing access, an engineer's certified structure shall be provided linking the buildable area to the road. All watercourses shall remain free of obstructions and degradations.
- (j) **Easements.** Easements having a minimum width of ten feet and located along the side or rear lot lines shall be provided as required for utilities and drainage.
- (k) **Entrances.** One entrance is required for every 100 lots in a proposed subdivision, or a maximum of 100 lots on a dead end road with a cul-de-sac. This requirement may be waived by the planning director due to topography and feasibility. Every effort shall be made to not have an entrance directly onto an arterial road.
- (l) **(Reserved.)**

(Ord. No. 2008-20, Art. 4(4.1—4.12), 12-16-2008; Ord. No. 2015-15, § 1(Att. A), 6-2-2015)

ATTACHMENT B

Sec. 32-214. - Lot improvements.

- (a) **Lot arrangements.** All lots shall be arranged such that there will be no apparent difficulties in securing driveway encroachment permits or building permits for reasons of topography or other conditions and must have driveway access from an approved road. The developer shall be liable for all lots within a proposed subdivision.

- (b) Lot dimensions. Except where circumstances such as topography, watercourses, road alignment or existing site boundary configurations dictate otherwise, the following requirements shall apply:
- (1) Dimensions of corner lots shall be large enough to allow for the erection of buildings observing the minimum yard setbacks from both streets, without encroaching into side and rear yard setbacks, established in the building line section of this chapter.
 - (2) Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for off-street parking and loading facilities required for that type of development, without encroaching into yard setbacks.
- (c) Lot Size: ~~Minimum lot size shall be .57 acres (approximately 25,000 square feet) with traditional onsite septic tanks served by public water, unless DHEC requires greater area or dimensions.~~ Minimum lot size shall be determined by the underlying zoning district located in Chapter 38. All required setbacks shall be met regardless of lot size. No part of a septic system shall be located within any road right-of-way.
- (d) Building lines. (See section 38-10.2 for all setback requirements in the control free district of the county.)
- (e) (Reserved.)
- (f) Usable area. All lots adjacent to floodplains, creeks, and wetlands should use these natural features as lot boundaries when possible. Lots containing areas unsuitable for usage shall not use these areas in calculating minimum lot area.
- (g) Septic system setback.
- (1) Traditional septic systems shall be constructed so that they comply with all regulations of the South Carolina Department of Health and Environmental Control (DHEC).
 - (2) The applicant shall provide the planning director a copy of all South Carolina Department of Health and Environmental Control (DHEC) permit drawings and an approved DHEC permit application for the proposed septic systems utilized within the development.
 - (3) The developer must demonstrate to the planning director that the proposed development will not adversely affect the present water table and the existing water supplies; and also demonstrate that the proposed water supply system will not be adversely affected by existing septic systems.
- (h) Lot drainage. Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to prevent concentration of storm water from each lot to any adjacent property. Drainage systems used to control water on one property shall not increase the water flow on adjacent properties without legal easements.
- (i) Lakes and streams. If a tract being subdivided contains a water body, or portion thereof, the ownership of and the responsibility for safe and environmentally compliant maintenance of the water body is to be placed so that it will not become a local government responsibility. The minimum area of a lot required under this article may not be satisfied by land that is under water. Where a watercourse other than storm drainage separates the lot's buildable area from the road providing access, an engineer's certified

structure shall be provided linking the buildable area to the road. All watercourses shall remain free of obstructions and degradations.

- (j) Easements. Easements having a minimum width of ten feet and located along the side or rear lot lines shall be provided as required for utilities and drainage.
- (k) Entrances. One entrance is required for every 100 lots in a proposed subdivision, or a maximum of 100 lots on a dead end road with a cul-de-sac. This requirement may be waived by the planning director due to topography and feasibility. Every effort shall be made to not have an entrance directly onto an arterial road.
- (l) (Reserved.)

(Ord. No. 2008-20, Art. 4(4.1—4.12), 12-16-2008; Ord. No. 2015-15, § 1(Att. A), 6-2-2015)

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Report on the necessity of certain language recommended to be added to Sec. 32-214(c) "Minimum Lot Size".

September 6th, 2018

Council Members,

At the request of Council the Planning Commission is providing it's rationale for recommending the two amendments to chapter 32-214(c) "Minimum Lot Size" :

Amendment 1

Action : Striking the current, county-wide, minimum lot size, of 0.57 acres, and changing the minimum lot size to be determined by the underlying zoning district.

Rationale: The current language is reflective of a past standard that SCDHEC had utilized but never formally adopted as code. The 0.57 acres is in conflict with the minimum lot size of several of Oconee County's zoning districts and was based on presumed, not actual, state laws.

Amendment 2

Action : Addition of the following language " Creation of lots that primary uses cannot be built upon due to dimensional setbacks, buffers, easements and/or lot size must be accompanied by the following language on the plat(s) to be recorded with the Register of Deeds: *Lot(s)___, depicted on this plat may not be eligible for connection to a sanitary sewer or septic system tank approval, building permits, certificates of occupancy or any other development permit until it has been combined with another tract in a manner that creates a conforming tract in accordance with Oconee County Code of Ordinances*"

Rationale : Planning Commission agrees that this language may be struck from the proposed ordinance.

Regards,

A handwritten signature in black ink, appearing to read 'Frankie Pearson', written over a horizontal line.

Frankie Pearson, Chairman

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-28

AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY LOCATED ON SOUTH OAK STREET, SENECA, SOUTH CAROLINA, COMPRISING APPROXIMATELY 4.946 ACRES, TO THE SCHOOL DISTRICT OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“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 to sell or otherwise dispose of real property and to make and execute contracts; and,

WHEREAS, the County and the School District of Oconee County (“SDOC”) desire to enter into a Land Transfer Agreement (the “Agreement”), a copy of which is attached hereto as Exhibit “A,” in relation to certain property lying within Oconee County, consisting of approximately 4.946 acres, as more particularly shown by a plat by Stephen R. Edwards, dated August 22, 2008, and filed with the Oconee County Register of Deeds in Plat Book B310 at page 6 (the “Property”); and,

WHEREAS, this is the same property conveyed to the County by deed of the SDOC (the “Deed”), dated September 30, 2008, filed with the Oconee County Register of Deeds in Deed Book 1724 at page 107, a copy of which is attached hereto as Exhibit “B”; and,

WHEREAS, the restrictions described within the Deed state that the Property is to be used for the construction of a public library, and if the construction thereof has not begun within five (5) years from the date of the execution of said Deed, the Property shall revert to the SDOC; and,

WHEREAS, construction has not begun on the Property, and the allotted time requirement has passed; and,

WHEREAS, the County and the SDOC desire that the Property revert to the SDOC.

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

Section 1. Transfer of the Property Approved. The transfer of the Property is hereby approved, and the County Administrator is hereby authorized and directed to execute and deliver a deed and/or such other conveyance documents and to take all other steps as are necessary and appropriate to transfer the Property to the School District of Oconee County.

Section 2. Agreement Approved. County Council approves the form, terms, and provisions of the Agreement, and the County Administrator shall be, and hereby is, authorized to execute and deliver the Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County.

Section 3. 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 Property transfer and the Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force 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 ____ day of _____, 2018.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: September 11, 2018
Second Reading: September 18, 2018
Third Reading: _____
Public Hearing: _____

EXHIBIT A

Attached.

EXHIBIT B

Attached.

6

EXHIBIT A

B310
6

BOUNDARY SURVEY FOR
See Deed 1724 pg 107
**SCHOOL DISTRICT OF
OCONEE COUNTY**
SENECA TOWNSHIP, OCONEE COUNTY, SOUTH CAROLINA

STEPHEN R. EDWARDS & ASSOCIATES, INC.
1432 W. MAIN ST. - WEST UNION, S.C. - 29086
(804) 718-1123

DATE: 09-22-2008 JOB NUMBER:
06-126-Lkmm

SCALE: 1"=100'

LOCATION MAP
NO. 5088

JULIAN ST
SENeca BAPTIST CHURCH
CORNER

SOUTH CAROLINA
REGISTERED LAND SURVEYOR
No. 19881
STEPHEN R. EDWARDS

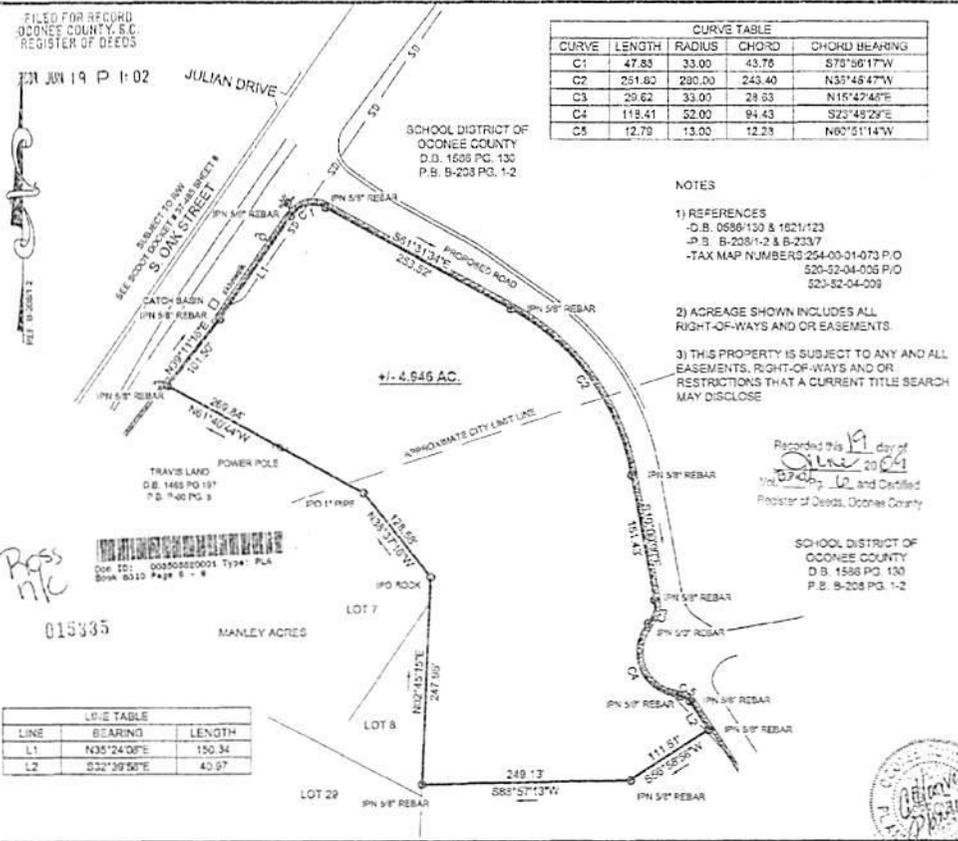
SOUTH CAROLINA
REGISTERED LAND SURVEYOR
No. 002104
STEPHEN R. EDWARDS & ASSOC.
INC.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND I CERTIFY OR FIDELITY THAT I AM A LICENSED SURVEYOR AS SPECIFIED THEREIN, AND I AM NOT PROVIDING ANY ENGINEERING, PROJECTIVE, OR SETBACK SERVICES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

No. 10231
Stephen R. Edwards
STEPHEN R. EDWARDS P.L.S. NO. 19881

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

JUN 19 P 1:02



| CURVE TABLE | | | | |
|-------------|--------|--------|--------|---------------|
| CURVE | LENGTH | RADIUS | CHORD | CHORD BEARING |
| C1 | 47.85 | 33.00 | 43.76 | S75°56'17"W |
| C2 | 251.60 | 280.00 | 243.40 | N35°45'47"W |
| C3 | 20.62 | 33.00 | 28.03 | N16°42'40"E |
| C4 | 118.41 | 52.00 | 94.43 | S23°48'29"E |
| C5 | 12.79 | 13.00 | 12.28 | N60°51'14"W |

NOTES

- 1) REFERENCES
-D.B. 0686/130 & 1621/123
-P.B. 8-208/1-2 & 8-233/7
-TAX MAP NUMBERS 254-00-01-073 P/O
520-52-04-005 P/O
520-52-04-009
- 2) ACREAGE SHOWN INCLUDES ALL
RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL
EASEMENTS, RIGHT-OF-WAYS AND OR
RESTRICTIONS THAT A CURRENT TITLE SEARCH
MAY DISCLOSE

Recorded this 19 day of
June 20 09
by *Steph L* and Certified
Register of Deeds, Oconee County

SCHOOL DISTRICT OF
OCONEE COUNTY
D.B. 1588 PG. 130
P.B. 8-208 PG. 1-2

Press
ntc

015335

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | N35°24'08"E | 150.34 |
| L2 | S32°39'50"E | 40.97 |



B310 6

EXHIBIT A

LAND TRANSFER AGREEMENT

This LAND TRANSFER AGREEMENT ("Agreement"), is made and entered into as of this _____ day of _____, 2018 ("Effective Date"), by and between Oconee County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina and the School District of Oconee County ("SDOC"). County and SDOC are collectively referred to herein as the "Parties" and individually referred to as a "Party."

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina the County is authorized to enter into contracts and to transfer real property owned by the County; and,

WHEREAS, pursuant to Title 59, Chapter 17 of the Code of Laws of South Carolina SDOC is authorized to enter into contracts and to engage in real property transactions; and,

WHEREAS, County and SDOC desire to enter into this Agreement in relation to certain property lying within Oconee County, consisting of approximately 4.946 acres located within the City of Seneca, as more fully described on Exhibit "A" attached hereto (the "Property"); and,

WHEREAS, this is the same property conveyed to the County by Deed of the SDOC, dated September 30, 2008, filed with the Oconee County Register of Deeds in Deed Book 1724 at page 107 (the "Deed"); and,

WHEREAS, the restrictions described within the Deed state that the Property is to be used for the construction of a public library, and if the construction has not begun within five (5) years from the date of the execution of said Deed, the Property shall revert to the SDOC; and,

WHEREAS, construction has not begun on the Property, and the allotted time requirement has passed; and,

WHEREAS, the County and the SDOC desire that the Property revert to the SDOC.

NOW, THEREFORE, in consideration of the mutual promises, commitments, and terms set forth in this Agreement, the Parties agree as follows:

Section 1. *Representations of the County.* The County represents to the SDOC as follows:

- (a) The County, acting through its County Council, has duly authorized the execution and delivery of this Agreement.
- (b) The County's execution and delivery of this Agreement and its compliance with the provisions in this Agreement do not (i) result in a breach or default, not waived or cured, under any agreement or instrument to which the County is now a party or by which it is

bound; (ii) conflict with, or result in the violation of any law, rule, or regulation; or (iii) violate any judgment, order, or decree to which the County is bound. The County has good, indefeasible, and marketable title to the Property.

Section 2. *Representations of the SDOC.* The SDOC represents to the County as follows:

- (a) The SDOC has duly authorized the execution and delivery of this Agreement.
- (b) That it is fully empowered, authorized, and legally able to do all things incumbent upon it to perform under this Agreement.
- (c) The SDOC's execution and delivery of this Agreement and its compliance with the provisions of this Agreement do not (i) result in a default, not waived or cured, under any agreement or instrument to which the SDOC is now a party or by which it is bound; (ii) conflict with, or result in the violation of any law, rule, or regulation; or (iii) violate any judgment, order, or decree to which the SDOC is bound.
- (d) The SDOC agrees that the Property is purchased and shall be conveyed in "as is" condition and that no express or implied warranty has been extended by or shall be imputed to the County in relation to the Property.

Section 3. *Transfer of Property.*

- (a) ***Transfer.*** Within ninety (90) days of the Effective Date ("Transfer Date"), the County shall transfer the Property to the SDOC by limited-warranty deed.
- (b) ***Due Diligence.*** Between the Effective Date and the Transfer Date ("Inspection Period"), the SDOC, its agents and designees, may enter the Property for the purposes of inspecting the Property to determine the Property's suitability and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as the SDOC may reasonably require to assess the condition of the Property and the County's title to the Property. The SDOC's inspection of the Property pursuant to this subsection shall not damage the Property or materially interfere with the County's normal ownership activities conducted on or from the Property.

If the SDOC terminates this Agreement prior to the end of the Inspection Period, then the SDOC shall deliver all inspection materials and reports obtained by the SDOC in inspecting the Property to the County within thirty (30) days of termination.

Within ten (10) days after the Effective Date, the County shall deliver to the SDOC the following documents and information with respect to the Property: (i) all surveys, plans, specifications, engineering and mechanical data relating to the Property, including such items as soils reports and environmental audits, which are in the County's possession or which the County can obtain with reasonable effort; (ii) a copy of any policy of title insurance issued in favor of the County, together with legible copies of all instruments referenced therein; and (iii) a copy of any commercial appraisal of the Property that the

Telephone: 864.886.4408

Any notice is deemed to have been received as follows: (a) if by personal delivery then on receipt; or (b) if by certified mail, then three business days after delivery to the U.S. Postal authorities by the party serving notice.

Section 8. *Amendment.* This Agreement may be amended only by written agreement between the Parties.

Section 9. *Jurisdiction.* This Agreement shall be governed by and interpreted in accordance with laws of the State of South Carolina.

Section 10. *Severability.* In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect for any reason whatsoever, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. *Assignment and Succession.* This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns. Neither Party may assign any right or interest it has in this Agreement to a third party.

Section 12. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties, each after due authorization, have executed this Agreement effective as of the date first above written.

SIGNATURE PAGES FOLLOW

Exhibit A

A tract of land located on South Oak Street in the County of Oconee, State of South Carolina containing 4.946 acres ± as shown by a Plat by Stephen R. Edwards, PLS No. 19881, Stephen R. Edwards & Associates, Inc. dated August 22, 2008, and filed with the Oconee County Register of Deeds in Plat Book B310 at page 6. *See attached Plat.*

Parcel No. 520-52-04-009

EXHIBIT B

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

Doc ID: 003508610003 Type: DEE
BK 1724 Pg 107-109

2009 JUN 19 P 1:00

015384
ROSS
n/c

This deed prepared by:
Ross Law Firm, PA
210 WS Broad Street
Walhalla, SC 29691
No title exam requested by Purchaser

Grantee's Address: 415 S. Pine St
Walhalla, SC 29691

NTER

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that the SCHOOL DISTRICT OF OCONEE COUNTY in the State aforesaid, for and in consideration of the sum of One Dollar (\$1.00) to it paid by OCONEE COUNTY in the State aforesaid (the receipt whereof is hereby acknowledged), subject to the reservations, covenants, easements granted, and other restrictions as described herein, have granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said:

OCONEE COUNTY, its Successors and Assigns:

A tract of land located on South Oak Street in the County of Oconee, State of South Carolina containing 4.946 acres ± as shown by a Plat by Stephen R. Edwards, PLS No. 19881, Stephen R. Edwards & Associates, Inc. dated August 22, 2008, and filed with the Oconee County Register of Deeds in Plat Book B310 at page 6.

This is the same property conveyed to the Grantor by Deed of Montez W. Jolly as Trustee, et al, dated October 15, 2007, filed with the Oconee Register of Deeds in Deed Book 1621 at page 123 and a portion conveyed by Deed of W. Alan Axon a/k/a William Alan Axon dated May 16, 2007, filed with the Oconee Register of Deeds in Deed Book 1586 at page 130.

Said property is subject to the sewer drainage (SD) as shown on said plat; and to any and all other easements and/or rights-of-way of record, as shown on said plat, or existing on the ground.

Parcel No. 520-52-04-009; 254-00-01-073 p/o; 520-52-04-005 p/o

THIS PROPERTY DESIGNATED AS
MAR 520 SUB 52 BLK 04 PARC 009 P6
ON OCONEE COUNTY TAX MAPS
Heathie Smith
OCONEE COUNTY ASSESSOR

SDOC/Oconee County
Deed
Page 1

Recorded this 22 day of June
Book 2009 Page 91, 782
Fee
Jinda R. Nif
Auditors Oconee County, S.C.

THIS PROPERTY IS TO BE USED FOR THE CONSTRUCTION OF A PUBLIC LIBRARY AND IF THE CONSTRUCTION OF A LIBRARY IS NOT BEGUN WITHIN FIVE (5) YEARS FROM THE DATE HEREOF, THIS PROPERTY WILL REVERT TO THE SCHOOL DISTRICT OF OCONEE COUNTY.

THE PROPERTY MAY NOT BE USED BY OCONEE COUNTY FOR ANY PURPOSE OTHER THAN A PUBLIC LIBRARY AND MAY NOT BE LEASED OR SOLD WITHOUT THE WRITTEN PERMISSION OF THE SCHOOL DISTRICT OF OCONEE COUNTY.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances, subject to the reservations, covenants, easements granted, and other restrictions as described herein, to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned, subject to the reservations, covenants, easements granted, and other restrictions as described herein, unto the said OCONEE COUNTY, its successors and assigns.

And the said SCHOOL DISTRICT OF OCONEE COUNTY does hereby bind itself and its Successors, to warrant and forever defend all and singular the said premises, subject to the reservations, covenants, easements granted, and other restrictions as described herein, unto the said OCONEE COUNTY, its Successors and Assigns, against itself and its Successors and Assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF SCHOOL DISTRICT OF OCONEE COUNTY has caused these presents to be executed in its name by its duly authorized officer(s) and its corporate seal to be hereto affixed this 30th day of September in the year of our Lord two thousand eight and in the two hundred thirty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

SCHOOL DISTRICT OF OCONEE COUNTY (SEAL)

By: Michael Lucas
Dr. Michael Lucas
District Superintendent

By: Harry B. Mays, Jr.
Harry B. Mays, Jr. Trustee
Chairman of the Board

Attest:
By: Denise McCormick
Denise McCormick
Clerk

Will [Signature]
[Signature]
Witnesses

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, Michael Thornd, a Notary Public for the State of SC, do hereby certify that MICHAEL LUCAS AS DISTRICT SUPERINTENDENT, HARRY B. MAYS, JR. AS CHAIRMAN OF THE BOARD AND DENISE MCCORMICK AS CLERK OF SCHOOL DISTRICT OF OCONEE COUNTY personally appeared before me this date and acknowledged on behalf of SCHOOL DISTRICT OF OCONEE COUNTY the due execution of the foregoing instrument.

Witness my hand and official seal this 30th day of September, 2008.

Michael Thornd (SEAL)
Notary Public of SC
My commission expires July 19, 2012

FILED FOR RECORD
OCONEE COUNTY, SC
REGISTER OF DEEDS
2008 JUN 19 P 1:00

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-29

AN ORDINANCE TO AMEND DIVISION 12, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING AN EX OFFICIO MEMBER TO THE OCONEE COUNTY AGRICULTURAL ADVISORY BOARD; 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 establish such boards, commissions, and committees in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge, or abolish any such agencies, departments, boards, commissions, and positions; and,

WHEREAS, the County has established the Oconee County Agricultural Advisory Board (the “Board”); and,

WHEREAS, the Board is charged with the task of aiding and advising the County on matters related to agriculture, ensuring that the diverse agricultural interests in the County are supported and developed, fostering communication and cooperation among the varied agricultural concerns in the County, and maintaining and developing agriculture’s vital role in the economy and character of the County; and,

WHEREAS, the Board believes it could better carry out its responsibilities if its composition was modified to include the addition of an ex officio member, who would be appointed by virtue of his or her expertise in relevant agricultural technologies, programs, and policies and who could provide expert analysis and opinions to the voting members of the Board. The ex officio member would be a non-voting member of the Board, and his or her attendance at meetings would not count toward establishing a quorum.

NOW THEREFORE, be it ordained by the Oconee County Council, in meeting duly assembled with a quorum present, as follows:

1. Division 12, Article IV, Chapter 2 of the Oconee County Code of Ordinances, entitled the *Agricultural Advisory Board*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Division 12, Article IV, of Chapter 2 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: September 11, 2018
Second Reading: September 18, 2018
Third Reading: _____
Public Hearing: _____

Attachment A

DIVISION 12. - AGRICULTURAL ADVISORY BOARD

Sec. 2-420.4. - Establishment.

There is hereby established the Oconee County Agricultural Advisory Board (the "board"), purposed to aid and advise the county on all matters related to agriculture in order to ensure that the diverse agricultural interests in the county are supported and developed, that communication and cooperation among the varied agricultural concerns in the county are fostered, and that agriculture's vital role in the economy and character of the county is both maintained and developed.

(Ord. No. 2016-17, § 1, 6-21-2016)

Sec. 2-420.5. - Membership.

The board shall consist of seven voting members and one, non-voting, ex officio member, appointed by the council in accordance with the following requirements and recommendations:

- (1) The board shall consist of eight members, selected and appointed by a majority vote of council, with one member selected from each of the five council districts, two members selected at-large, without regard to district of residence and one member selected as the ex officio, without regard to district of residence. Council may receive recommendations for the two at-large seats and single ex officio seat from the county Agricultural Advisory Board
- (2) Each board voting member's primary residence shall be located in Oconee county; and
- (3) Council shall endeavor to appoint, but not require candidates to be appointed from, the following:
 - a. A member of the Bee Keepers' Association;
 - b. A member of the Fruits and Vegetable Growers (Clemson Extension);
 - c. A member of the Oconee Cattlemen's Association;
 - d. A member of the Oconee Poultry Growers; and
 - e. An Oconee Soil and Water Conservation District Commissioner or designee.
- (4) All appointed board members shall have a demonstrated background, experience, and interest in agriculture and actively participate in at-least one of the following areas of agriculture:
 - a. Agri-tourism;
 - b. Certified organic farming;
 - c. Poultry farming;
 - d. Cattle farming;
 - e. Fruits and/or vegetable farming;
 - f. Bee keeping;
 - g. Silviculture and forestry operations;
 - h. Aquaculture;
 - i. Agri-business; or
 - j. Another agricultural pursuit, as that term is commonly understood.

- (5) Interested candidates for the board will be requested to complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council. Council is not required to select a member from the submitted questionnaires; members of council may directly solicit a candidate for any appointment by the board. However, all potential candidates, whether those submitting questionnaires on their own or those solicited for appointment by members of council, must complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council before being appointed to any county board or commission by any member of council.
- (6) All appointments to the board will be made upon recommendation by a council member and an affirmative vote by full council.
- (7) The ex officio member shall have expertise in relevant agricultural technologies, programs, and policies as well as providing expert analysis and opinion to the voting members of the board. The ex officio member is a non-voting member and the ex officio member's attendance at meetings does not count towards quorum.

Ord. No. 2016-17, § 2, 6-21-2016)

Sec. 2-420.6. - Term of members.

- (a) The length of the regular term served by each member shall be four years, beginning on January 1st of the year of appointment.
- (b) For the purposes of implementing the standards of this section and thereby establishing a reappointment/replacement schedule of the membership of the board to staggered terms, the following shall apply:
 - (1) All members appointed by council district shall serve for the same length as the remaining term of the council member who appointed them, after which the term of such board members shall be equal to and coincide with the term of the council member appointing or reappointing them, with all terms or parts thereof beginning January 1st of the year of appointment or reappointment.
 - (2) The first at-large member appointed by council after adoption of the restatement of this section shall serve for four years, and the second such at-large member shall serve for two years, after which the term of each such at-large member shall be four years following appointment/reappointment, with all terms or parts thereof beginning January 1st of the year of appointment or reappointment.
 - (3) In the event the regular term of a member in good standing expires prior to reappointment or replacement by council, said member shall continue to serve until his or her replacement is appointed and qualified. The date of reappointment or replacement, however, in no way alters the scheduled length of the term.
- (c) Removal.
 - (1) A member who is absent from three consecutive meetings or who fails to attend at least 50 percent of the regularly scheduled meetings of the board within any 12 calendar month period without adequate excuse, such as documented illness, shall be reported by the chairperson of the board to council and is subject to replacement by council.
 - (2) Any member may be removed or replaced at will by majority vote of council upon the motion of the appointing council member, at any time, unless appointment is required by or regulated by state or federal law.
 - (3) Should any voting member of this board move or establish residence outside the county where such member was residing at the time of the appointment to this board, such relocation shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.

(Ord. No. 2016-17, § 3, 6-21-2016)

Sec. 2-420.7. - Organization, meetings, officers.

- (a) **Officers.** The board shall organize itself, electing one of its members as chairman and one as vice chairman, whose terms must each be for one year. The chairman and vice chairman shall have the right to vote. The board may appoint a secretary, who may be a member of the board or an employee of the county. If the secretary is a member of the board, he or she shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.
- (b) **Meetings.** The board shall establish a meeting schedule during its first meeting of the calendar year. The board shall meet at least once per month.
- (c) **Bylaws.** In addition, the board shall duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the board for the orderly performance of its duties shall comply with all provisions of the general law of the State of South Carolina and of this ordinance, and of all other ordinances of Oconee County, including but not limited to the Freedom of Information Act.
- (d) **Staff liaison.** The board shall have a staff liaison to be designated by the county administrator. The staff liaison may serve as secretary should that be the wish of the board. It is the responsibility of the staff liaison to notify the clerk to council regarding resignations and/or vacancies on any board. It is also the responsibility of the staff liaison to monitor the appointment schedule and inquire and report to the clerk to council if current members wish to be considered for reappointment or replacement.
- (e) **[Freedom of information compliance.]** The board shall comply with the provisions of the South Carolina Freedom of Information Act ("FOIA") and the requirements set forth in the Code of Ordinances and subsequent ordinances concerning freedom of information and the conduct of public meetings.

(Ord. No. 2016-17, § 4, 6-21-2016)

Sec. 2-420.8. - Powers and duties.

The responsibilities and duties of the board shall be as follows:

- (1) To serve in an advisory role to council on any matter concerning agriculture in order to ensure that the diverse agricultural interests in the county are supported and developed, that communication and cooperation among the varied agricultural concerns in the county are fostered, and that agriculture's vital role in the economy and character of the county is both maintained and developed;
- (2) To formulate plans and recommend their implementation to council, including, but not limited to, ways to bolster agri-business, agri-tourism, and agriculture in general;
- (3) To make policy recommendations, through the planning commission, to council regarding agricultural land use;
- (4) To coordinate policy development with other jurisdictions and agencies to better promote the agricultural industry; and
- (5) To serve as an educational and public awareness forum for agriculture related topics.

The board shall report directly to council, or other appropriate advisory boards, commissions, and/or committees as appropriate and necessary in order to carry out the foregoing functions.

(Ord. No. 2016-17, § 5, 6-21-2016)

Sec. 2-420.9. - Salaries and funding.

Members of the board shall not receive any salary or reimbursements related to serving on the board.

(Ord. No. 2016-17, § 6, 6-21-2016)

Attachment B

DIVISION 12. - AGRICULTURAL ADVISORY BOARD

Sec. 2-420.4. - Establishment.

There is hereby established the Oconee County Agricultural Advisory Board (the "board"), purposed to aid and advise the county on all matters related to agriculture in order to ensure that the diverse agricultural interests in the county are supported and developed, that communication and cooperation among the varied agricultural concerns in the county are fostered, and that agriculture's vital role in the economy and character of the county is both maintained and developed.

(Ord. No. 2016-17, § 1, 6-21-2016)

Sec. 2-420.5. - Membership.

The board shall consist of seven voting members and one, non-voting, ex officio member, appointed by the council in accordance with the following requirements and recommendations:

- (1) The board shall consist of eight members, selected and appointed by a majority vote of council, with one member selected from each of the five council districts, two members selected at-large, without regard to district of residence and one member selected as the ex officio, without regard to district of residence. Council may receive recommendations for the two at-large seats and single ex officio seat from the county Agricultural Advisory Board
- (2) Each board voting member's primary residence shall be located in Oconee county; and
- (3) Council shall endeavor to appoint, but not require candidates to be appointed from, the following:
 - a. A member of the Bee Keepers' Association;
 - b. A member of the Fruits and Vegetable Growers (Clemson Extension);
 - c. A member of the Oconee Cattlemen's Association;
 - d. A member of the Oconee Poultry Growers; and
 - e. An Oconee Soil and Water Conservation District Commissioner or designee.
- (4) All appointed board members shall have a demonstrated background, experience, and interest in agriculture and actively participate in at-least one of the following areas of agriculture:
 - a. Agri-tourism;
 - b. Certified organic farming;
 - c. Poultry farming;
 - d. Cattle farming;
 - e. Fruits and/or vegetable farming;
 - f. Bee keeping;
 - g. Silviculture and forestry operations;
 - h. Aquaculture;
 - i. Agri-business; or
 - j. Another agricultural pursuit, as that term is commonly understood.

- (5) Interested candidates for the board will be requested to complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council. Council is not required to select a member from the submitted questionnaires; members of council may directly solicit a candidate for any appointment by the board. However, all potential candidates, whether those submitting questionnaires on their own or those solicited for appointment by members of council, must complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council before being appointed to any county board or commission by any member of council.
- (6) All appointments to the board will be made upon recommendation by a council member and an affirmative vote by full council.
- (7) The ex officio member shall have expertise in relevant agricultural technologies, programs, and policies as well as providing expert analysis and opinion to the voting members of the board. The ex officio member is a non-voting member and the ex officio member's attendance at meetings does not count towards quorum.

Ord. No. 2016-17, § 2, 6-21-2016)

Sec. 2-420.6. - Term of members.

- (a) The length of the regular term served by each member shall be four years, beginning on January 1st of the year of appointment.
- (b) For the purposes of implementing the standards of this section and thereby establishing a reappointment/replacement schedule of the membership of the board to staggered terms, the following shall apply:
 - (1) All members appointed by council district shall serve for the same length as the remaining term of the council member who appointed them, after which the term of such board members shall be equal to and coincide with the term of the council member appointing or reappointing them, with all terms or parts thereof beginning January 1st of the year of appointment or reappointment.
 - (2) The first at-large member appointed by council after adoption of the restatement of this section shall serve for four years, and the second such at-large member shall serve for two years, after which the term of each such at-large member shall be four years following appointment/reappointment, with all terms or parts thereof beginning January 1st of the year of appointment or reappointment.
 - (3) In the event the regular term of a member in good standing expires prior to reappointment or replacement by council, said member shall continue to serve until his or her replacement is appointed and qualified. The date of reappointment or replacement, however, in no way alters the scheduled length of the term.
- (c) Removal.
 - (1) A member who is absent from three consecutive meetings or who fails to attend at least 50 percent of the regularly scheduled meetings of the board within any 12 calendar month period without adequate excuse, such as documented illness, shall be reported by the chairperson of the board to council and is subject to replacement by council.
 - (2) Any member may be removed or replaced at will by majority vote of council upon the motion of the appointing council member, at any time, unless appointment is required by or regulated by state or federal law.
 - (3) Should any voting member of this board move or establish residence outside the county where such member was residing at the time of the appointment to this board, such relocation shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.

(Ord. No. 2016-17, § 3, 6-21-2016)

Sec. 2-420.7. - Organization, meetings, officers.

- (a) **Officers.** The board shall organize itself, electing one of its members as chairman and one as vice chairman, whose terms must each be for one year. The chairman and vice chairman shall have the right to vote. The board may appoint a secretary, who may be a member of the board or an employee of the county. If the secretary is a member of the board, he or she shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.
- (b) **Meetings.** The board shall establish a meeting schedule during its first meeting of the calendar year. The board shall meet at least once per month.
- (c) **Bylaws.** In addition, the board shall duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the board for the orderly performance of its duties shall comply with all provisions of the general law of the State of South Carolina and of this ordinance, and of all other ordinances of Oconee County, including but not limited to the Freedom of Information Act.
- (d) **Staff liaison.** The board shall have a staff liaison to be designated by the county administrator. The staff liaison may serve as secretary should that be the wish of the board. It is the responsibility of the staff liaison to notify the clerk to council regarding resignations and/or vacancies on any board. It is also the responsibility of the staff liaison to monitor the appointment schedule and inquire and report to the clerk to council if current members wish to be considered for reappointment or replacement.
- (e) **[Freedom of information compliance.]** The board shall comply with the provisions of the South Carolina Freedom of Information Act ("FOIA") and the requirements set forth in the Code of Ordinances and subsequent ordinances concerning freedom of information and the conduct of public meetings.

(Ord. No. 2016-17, § 4, 6-21-2016)

Sec. 2-420.8. - Powers and duties.

The responsibilities and duties of the board shall be as follows:

- (1) To serve in an advisory role to council on any matter concerning agriculture in order to ensure that the diverse agricultural interests in the county are supported and developed, that communication and cooperation among the varied agricultural concerns in the county are fostered, and that agriculture's vital role in the economy and character of the county is both maintained and developed;
- (2) To formulate plans and recommend their implementation to council, including, but not limited to, ways to bolster agri-business, agri-tourism, and agriculture in general;
- (3) To make policy recommendations, through the planning commission, to council regarding agricultural land use;
- (4) To coordinate policy development with other jurisdictions and agencies to better promote the agricultural industry; and
- (5) To serve as an educational and public awareness forum for agriculture related topics.

The board shall report directly to council, or other appropriate advisory boards, commissions, and/or committees as appropriate and necessary in order to carry out the foregoing functions.

(Ord. No. 2016-17, § 5, 6-21-2016)

Sec. 2-420.9. - Salaries and funding.

Members of the board shall not receive any salary or reimbursements related to serving on the board.

(Ord. No. 2016-17, § 6, 6-21-2016)

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 18, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2018-30 "AN ORDINANCE TO AMEND CHAPTER 4 OF THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED THE *OCONEE COUNTY ANIMAL CONTROL ACT*; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2018-30 will revise and amend the *Oconee County Animal Control Act* by way of editorial clarifications and the addition of substantive provisions that are shown (highlighted) on Attachment B to the Ordinance.

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

Attachment A & B

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2018-30.

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 2018-30**

**AN ORDINANCE TO AMEND CHAPTER 4 OF THE
OCONEE COUNTY CODE OF ORDINANCES, ENTITLED
THE *OCONEE COUNTY ANIMAL CONTROL ACT*; AND
OTHER MATTERS RELATED THERETO.**

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

WHEREAS, the County has specific authority pursuant South Carolina state law, including the provisions of S.C. Code § 47-3-10, et seq. and S.C. Code § 47-5-10, et seq., to regulate issues related to animal control and care; and,

WHEREAS, County Council has therefore determined to modify Chapter 4 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Chapter 4 of the Code of Ordinances, entitled the *Oconee County Animal Control Act*, is hereby revised, rewritten, and amended to read as set forth in “Attachment A,” which is attached hereto and incorporated herein by reference. Attached hereto as “Attachment B” is a version of Chapter 4 showing the substantive changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: September 18, 2018
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Ordinance 2018-30
Attachment A

CHAPTER 4 - ANIMALS

Sec. 4-1 – Title.

This chapter shall be known as the Oconee County Animal Control Act.

Sec. 4-2 – Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned or stray animal means any animal unattended for a period of more than three days.

Animal means every nonhuman species of animal.

Animal at large means any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner.

Animal control officer means any person designated by the State of South Carolina or Oconee County as an enforcement officer pursuant to S.C. Code § 47-3-30.

County animal shelter means any premises designated by Oconee County for the purpose of impound, care, or destruction of animals held under authority of this chapter and/or state law.

Dangerous animal means an animal:

1. Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals;
2. Which makes an unprovoked attack that causes bodily injury to a human being, and the attack occurs in a place other than the place where the animal is confined as required by S.C. Code § 47-3-720;
3. Which commits unprovoked acts in a place other than the place where the animal is confined as required by S.C. Code § 47-3-720, and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
4. Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
5. Which attacks, bites, or injures a human being or domestic animal without adequate provocation, or which, because of temperament, conditioning, or

training has a known propensity to attack, bite, or injure human beings or domestic animals.

An animal shall not be considered a dangerous animal solely by virtue of its breed or species.

Humane Society means the South Carolina Society for the Prevention of Cruelty to Animals.

Owner means any person, partnership, corporation, or other entity owning, keeping, or harboring one or more animals. An animal shall be declared to be harbored if it is fed for three consecutive days or more, unless said person, partnership, corporation, or other entity has notified animal control to pick up stray animal.

Potentially dangerous animal means an animal that chases or approaches any person or domestic animal, anywhere other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling.

Public nuisance animal means any animal, except those raised for food and/or food products, that unreasonably annoys humans, endangers the life or health of other citizens (other than its owners), or interferes with a citizen's enjoyment of life or property. Public nuisance animals include, by way of example and not limitation, an animal that:

1. Is found at large after a written complaint has been filed;
2. Damages the property of anyone other than its owner;
3. Molests or intimidates pedestrians or passersby;
4. Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
5. Causes fouling of the air off the premises of the owner by odor resulting from the owner's failure to remove feces at least every 24 hours or washing of same into an approved disposal system at least every 24 hours;
6. Has been found by the animal control officer after notice to its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or
7. Does not have attached a valid current rabies inoculation tag as required by state law.

Under restraint. An animal shall be deemed under restraint if it is on the premises of its owner or keeper or is accompanied by its owner or keeper and under the physical control of such owner or keeper by means of restraining devices or verbal command, or which is under the active control of the owner or trainer while hunting or being trained and while on property of the owner or with the property owner's permission.

Sec. 4-3. – Authority.

This chapter is adopted pursuant to the provisions of S.C. Code § 47-3-10, et seq. and S.C. Code § 47-5-10, et seq.

Sec. 4-4. – Restraint.

- (a) All animals shall be kept under control.
- (b) No owner shall fail to exercise proper care and control of his animal to prevent it from being a public nuisance. This prohibition shall apply equally to the owner of a campground or similar transient accommodation site, who is hereby required to enforce reasonable restraint requirements upon guests who bring animals on site.
- (c) Tethering: If tethering is necessary, the animal shall be humanely tethered. Inhumane tethering includes (1) that which causes injury or illness to the tethered animal; (2) instances where the weight of the tether exceeds 1/8th of the animal's weight; (3) instances where the tether is too short for adequate mobility and separation from bodily functions (less than 10 feet) or does not allow access to food, water, shade, or shelter; (4) the use of choke or prong collars; and/or (5) the tethering of an animal under six months of age or weighing less than 20 pounds.
- (d) Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.
- (e) Every dangerous animal and potentially dangerous animal, as defined herein, shall be confined by the owner, or person responsible therefor, within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

Sec. 4-5. – Biting or attacking persons.

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the South Carolina Department of Health and Environmental Control. Likewise, animal control officers and Humane Society personnel shall promptly notify the South Carolina Department of Health and Environmental Control of animal bites or injuries to a human being and shall cooperate with the impounding and quarantining of such animal, as appropriate.

Sec. 4-6. – Impoundment.

- (a) Unrestrained and nuisance animals:
 - (1) Unrestrained and nuisance animals, upon receipt of written complaint signed by the complainant, may be taken by an animal control officer and/or law enforcement officer and impounded in the county animal shelter and there be confined in a humane manner.
 - (2) In addition to, or in lieu of, impounding an unrestrained animal, the animal control officer or law enforcement officer may issue to the owner of such

animal a notice of ordinance violation. Such notice shall impose upon the owner a written warning for the first offense. The owner shall be charged a penalty of \$125.00 for the second violation, \$150.00 for the third violation and \$200.00 for each subsequent violation. Said penalties shall be made payable to the treasurer of the county and paid at the county animal shelter within ten business days from the date of issuance in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period described, a bench warrant shall be issued by a magistrate and, upon conviction, the owner shall be punished as provided in Section 4-12. Notwithstanding the foregoing, an animal control officer or law enforcement officer may write a ticket for a first offense if the situation or severity of the offense so warrants.

- (3) The owner of an impounded animal shall be required to pay a fee of \$10.00 per day for each day the animal is boarded by the county, actual cost for inoculation of the animal (if applicable), a \$10.00 impoundment fee, and any required medical fees. In addition, at the discretion of the animal shelter, a fee of \$75.00 and mandatory sterilization of the animal may be required if the animal is impounded on more than one occasion. The sterilization shall not be required if the owner or other person redeeming the animal provides a written statement from a licensed veterinarian that the spay or neuter procedure would be harmful to the animal due to reasons of age or health or that the animal has already been sterilized.
- (b) Notwithstanding the above, an animal control officer and/or law enforcement officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.
- (c) Any animal held on behalf of another municipality or similar agency may be housed at the animal shelter for 30 days at no cost. After 30 days, the standard housing fee of \$10.00 per day and any required medical fees will be assessed on a daily basis. Any and all fees shall be paid by the owner of the animal.
- (d) Barring an extremely dangerous or exigent situation (for example, a feral animal), impounded dogs and cats shall not be kept for fewer than five business days.
- (e) If by tag or other means the owner of an impounded animal can be identified, the animal control officer shall immediately upon impoundment notify the owner by telephone or certified mail. Any identifiable animal, not appearing to be abandoned, upon notification of the owner by telephone or certified mail, shall not be kept for fewer than ten business days.
- (f) Abandoned animals shall be impounded and shall be kept for no fewer than five business days.
- (g) Any owner reclaiming an impounded dog or cat shall pay the fee provided for in subsection (a) of this section before the animal can be released.

- (h) Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies, the owner shall cause the animal to be inoculated at the owner's expense.
- (i) Any animal not reclaimed by its owner within five business days, or in the case of a positively identifiable animal within ten business days, shall become the property of the local government authority and shall be placed for adoption in a suitable home, humanely disposed of as approved by state law, or sent to rescue.
- (j) The animal shelter director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.
- (k) It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.
- (l) It shall be unlawful to resist or hinder animal control officers or law enforcement officers engaging in the capture and impoundment of an animal. It shall be unlawful to give false information to an animal control officer or law enforcement officer.
- (m) It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.

Sec. 4-7. – Dangerous Animals.

- (a) Animal control and law enforcement officers shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has attacked, bitten, or injured any human being or domestic animal. The animal shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the animal control officer or law enforcement officer may, in his/her discretion, allow the animal owner to impound said animal on said animal owner's property.
- (b) Upon impounding a dangerous animal that has attacked, bitten or injured a human being or a domestic animal, a determination hearing should be conducted within five business days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed, and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written

findings within five business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten days of receiving such decision of the magistrate.

- (c) An animal determined to be dangerous pursuant to subsection (b) of this section which has attacked or caused injury to a human being or a domestic animal may be ordered destroyed by the magistrate when in the magistrate's judgement the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the Humane Society or animal control or law enforcement officer. A magistrate may return a dangerous animal to the owner if the magistrate finds that the animal will not pose a threat to human beings and/or domestic animals and that the owner has, and will, fully comply with subsections (d) and (e) of this section.
- (d) The owner of a dangerous animal shall secure and confine said dangerous animal on the owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.
- (e) No person owning, harboring, or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

Sec. 4-8. – Potentially dangerous animals.

- (a) Animal control or law enforcement officers shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling. The animal shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal's status as a potentially dangerous animal. The animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.
- (b) Upon impounding a potentially dangerous animal, a determination hearing should be conducted within five days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall

nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a potentially dangerous animal based on the evidence and testimony presented at the hearing by the owner, witnesses to any incidences, and any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within five days after the hearing. The owner of such animal shall have the right to appeal such a decision to the court of common pleas of the county within ten days of receiving the decision of the magistrate.

- (c) Upon a finding that an animal is a potentially dangerous animal, the magistrate may order that the animal be forfeited by owner and placed with an agency willing to accept custody of said animal or may return said animal to the owner if the owner has and will comply with subsections (d) and (e) of this section.
- (d) The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on the owner's property in an enclosed and locked (with key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.
- (e) No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having minimum tensile strength of 300 pounds and not exceeding three feet in length.

Sec. 4-9. – Animal Care.

- (a) No owner shall fail to provide his animals with:
 - (1) Premises. The premises upon which an animal is kept shall be kept in a clean and sanitary condition and provide adequate light, ventilation, and suitable shelter.
 - a. Suitable shelter. Suitable shelter is defined as a structure that is in sound condition and which reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather. Such structures shall have appropriately sized ingress/egress openings for the animal and shall be elevated or positioned to prevent water from running into the structure. The living area of the structure shall be kept free from garbage and the accumulation of feces, excessive mud, or standing water.

- b. Relief from inclement weather conditions. When possible, animals should be brought inside during inclement weather conditions. Otherwise, during cold weather (less than 40 degrees Fahrenheit), animal housing shall be properly insulated. By way of example, straw or pine shavings are materials that may provide suitable insulation and warmth, but blankets and towels tend to absorb moisture, stay wet, and may freeze to the detriment of the animal. During extremely hot weather, procedures shall be taken to keep the animal adequately cool. Note that the inside of a dog house may be hotter than outdoors. Shade is required to provide relief from the heat and is often a necessary element of adequate shelter. Trees, tarps, covered roofs may be used to block the sun and provide shade.
 - c. Water and sustenance. Animals shall have access to fresh drinking water at all times. Frozen, muddy, slimy, or stagnant drinking water is not permitted. Animals shall have adequate access to food at regular and proper intervals.
 - d. Veterinary care when needed to prevent suffering; and
 - e. Humane care and treatment.
- (b) No owner of an animal shall abandon such animal.
 - (c) Any animal found abandoned and not properly cared for, appearing to be diseased or injured past recovery for any useful purpose, may be lawfully destroyed by an agent of the South Carolina Department of Health and Environmental Control, by a method approved by state law.
 - (d) Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owner's property by an animal control officer or law enforcement officer and impounded at the county animal shelter; provided, however, that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.
 - (e) The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

Sec. 4-10. – Sterilization.

- (a) No unclaimed dog or cat shall be released for adoption without written agreement, by means of a spay/neuter contract from the adopter, guaranteeing that such animal will be sterilized within 30 days for adults and a specified date in the contract for pups and kittens; provided, however, the county provides a program whereby the spay/neuter is included with the adoption fee.

- (b) No animal shall be released for adoption from the county animal shelter that has not been sterilized; provided however, that the county or its contractor provides a program whereby the spay/neuter is included with the adoption fee.

Sec. 4-11. – Enforcement.

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies endowed with proper county or state authority. It shall be a violation of this chapter to interfere with an animal control officer or law enforcement officer in the performance of his duties. The magistrate of the county shall have the authority to issue a bench warrant in the enforcement of this chapter.

Sec. 4-12. – Penalties for Violation of chapter.

Any person violating any provisions of this chapter shall be deemed guilty of a misdemeanor and shall be punished by imprisonment in jail not exceeding 30 days, or by a fine not exceeding \$500.00. In addition, upon conviction of any violation under this chapter, a court may order an animal forfeited by the owner and placed with an agency willing to accept custody of the animal, where the court finds that the animal has been cruelly treated, or the owners have been convicted of allowing the animal to run at large on two or more previous occasions.

Sec. 4-13. – Applicability of Rabies Control Act.

The provisions of S.C. Code § 47-5-10, et seq., commonly known as the Rabies Control Act, are hereby adopted in their entirety, as the same may be from time to time amended, as an integral part of this chapter, except insofar as the provisions of such act may conflict with or be less restrictive than the provisions of this chapter.

Ordinance 2018-30
Attachment B

CHAPTER 4 - ANIMALS

Sec. 4-1 – Title.

This chapter shall be known as the Oconee County Animal Control Act.

Sec. 4-2 – Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned or stray animal means any animal unattended for a period of more than three days.

Animal means every nonhuman species of animal.

Animal at large means any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner.

Animal control officer means any person designated by the State of South Carolina or Oconee County as an enforcement officer pursuant to S.C. Code § 47-3-30.

County animal shelter means any premises designated by Oconee County for the purpose of impound, care, or destruction of animals held under authority of this chapter and/or state law.

Dangerous animal means an animal:

1. Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals;
2. Which makes an unprovoked attack that causes bodily injury to a human being, and the attack occurs in a place other than the place where the animal is confined as required by S.C. Code § 47-3-720;
3. Which commits unprovoked acts in a place other than the place where the animal is confined as required by S.C. Code § 47-3-720, and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
4. Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
5. Which attacks, bites, or injures a human being or domestic animal without adequate provocation, or which, because of temperament, conditioning, or

training has a known propensity to attack, bite, or injure human beings or domestic animals.

An animal shall not be considered a dangerous animal solely by virtue of its breed or species.

Humane Society means the South Carolina Society for the Prevention of Cruelty to Animals.

Owner means any person, partnership, corporation, or other entity owning, keeping, or harboring one or more animals. An animal shall be declared to be harbored if it is fed for three consecutive days or more, unless said person, partnership, corporation, or other entity has notified animal control to pick up stray animal.

Potentially dangerous animal means an animal that chases or approaches any person or domestic animal, anywhere other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling.

Public nuisance animal means any animal, except those raised for food and/or food products, that unreasonably annoys humans, endangers the life or health of other citizens (other than its owners), or interferes with a citizen's enjoyment of life or property. Public nuisance animals include, by way of example and not limitation, an animal that:

1. Is found at large after a written complaint has been filed;
2. Damages the property of anyone other than its owner;
3. Molests or intimidates pedestrians or passersby;
4. Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
5. Causes fouling of the air off the premises of the owner by odor resulting from the owner's failure to remove feces at least every 24 hours or washing of same into an approved disposal system at least every 24 hours;
6. Has been found by the animal control officer after notice to its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or
7. Does not have attached a valid current rabies inoculation tag as required by state law.

Under restraint. An animal shall be deemed under restraint if it is on the premises of its owner or keeper or is accompanied by its owner or keeper and under the physical control of such owner or keeper by means of restraining devices or verbal command, or which is under the active control of the owner or trainer while hunting or being trained and while on property of the owner or with the property owner's permission.

Sec. 4-3. – Authority.

This chapter is adopted pursuant to the provisions of S.C. Code § 47-3-10, et seq. and S.C. Code § 47-5-10, et seq.

Sec. 4-4. – Restraint.

- (a) All animals shall be kept under control.
- (b) No owner shall fail to exercise proper care and control of his animal to prevent it from being a public nuisance. This prohibition shall apply equally to the owner of a campground or similar transient accommodation site, who is hereby required to enforce reasonable restraint requirements upon guests who bring animals on site.
- (c) Tethering: If tethering is necessary, the animal shall be humanely tethered. Inhumane tethering includes (1) that which causes injury or illness to the tethered animal; (2) instances where the weight of the tether exceeds 1/8th of the animal's weight; (3) instances where the tether is too short for adequate mobility and separation from bodily functions (less than 10 feet) or does not allow access to food, water, shade, or shelter; (4) the use of choke or prong collars; and/or (5) the tethering of an animal under six months of age or weighing less than 20 pounds.
- (d) Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.
- (e) Every dangerous animal and potentially dangerous animal, as defined herein, shall be confined by the owner, or person responsible therefor, within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

Sec. 4-5. – Biting or attacking persons.

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the South Carolina Department of Health and Environmental Control. Likewise, animal control officers and Humane Society personnel shall promptly notify the South Carolina Department of Health and Environmental Control of animal bites or injuries to a human being and shall cooperate with the impounding and quarantining of such animal, as appropriate.

Sec. 4-6. – Impoundment.

- (a) Unrestrained and nuisance animals:
 - (1) Unrestrained and nuisance animals, upon receipt of written complaint signed by the complainant, may be taken by an animal control officer and/or law enforcement officer and impounded in the county animal shelter and there be confined in a humane manner.
 - (2) In addition to, or in lieu of, impounding an unrestrained animal, the animal control officer or law enforcement officer may issue to the owner of such

animal a notice of ordinance violation. Such notice shall impose upon the owner a written warning for the first offense. The owner shall be charged a penalty of \$125.00 for the second violation, \$150.00 for the third violation and \$200.00 for each subsequent violation. Said penalties shall be made payable to the treasurer of the county and paid at the county animal shelter within ten business days from the date of issuance in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period described, a bench warrant shall be issued by a magistrate and, upon conviction, the owner shall be punished as provided in Section 4-12. Notwithstanding the foregoing, an animal control officer or law enforcement officer may write a ticket for a first offense if the situation or severity of the offense so warrants.

- (3) The owner of an impounded animal shall be required to pay a fee of \$10.00 per day for each day the animal is boarded by the county, actual cost for inoculation of the animal (if applicable), a \$10.00 impoundment fee, and any required medical fees. In addition, at the discretion of the animal shelter, a fee of \$75.00 and mandatory sterilization of the animal may be required if the animal is impounded on more than one occasion. The sterilization shall not be required if the owner or other person redeeming the animal provides a written statement from a licensed veterinarian that the spay or neuter procedure would be harmful to the animal due to reasons of age or health or that the animal has already been sterilized.
- (b) Notwithstanding the above, an animal control officer and/or law enforcement officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.
- (c) Any animal held on behalf of another municipality or similar agency may be housed at the animal shelter for 30 days at no cost. After 30 days, the standard housing fee of \$10.00 per day and any required medical fees will be assessed on a daily basis. Any and all fees shall be paid by the owner of the animal.
- (d) Barring an extremely dangerous or exigent situation (for example, a feral animal), impounded dogs and cats shall not be kept for fewer than five business days.
- (e) If by tag or other means the owner of an impounded animal can be identified, the animal control officer shall immediately upon impoundment notify the owner by telephone or certified mail. Any identifiable animal, not appearing to be abandoned, upon notification of the owner by telephone or certified mail, shall not be kept for fewer than ten business days.
- (f) Abandoned animals shall be impounded and shall be kept for no fewer than five business days.
- (g) Any owner reclaiming an impounded dog or cat shall pay the fee provided for in subsection (a) of this section before the animal can be released.

- (h) Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies, the owner shall cause the animal to be inoculated at the owner's expense.
- (i) Any animal not reclaimed by its owner within five business days, or in the case of a positively identifiable animal within ten business days, shall become the property of the local government authority and shall be placed for adoption in a suitable home, humanely disposed of as approved by state law, or sent to rescue.
- (j) The animal shelter director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.
- (k) It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.
- (l) It shall be unlawful to resist or hinder animal control officers or law enforcement officers engaging in the capture and impoundment of an animal. It shall be unlawful to give false information to an animal control officer or law enforcement officer.
- (m) It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.

Sec. 4-7. – Dangerous Animals.

- (a) Animal control and law enforcement officers shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has attacked, bitten, or injured any human being or domestic animal. The animal shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the animal control officer or law enforcement officer may, in his/her discretion, allow the animal owner to impound said animal on said animal owner's property.
- (b) Upon impounding a dangerous animal that has attacked, bitten or injured a human being or a domestic animal, a determination hearing should be conducted within five business days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed, and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written

findings within five business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten days of receiving such decision of the magistrate.

- (c) An animal determined to be dangerous pursuant to subsection (b) of this section which has attacked or caused injury to a human being or a domestic animal may be ordered destroyed by the magistrate when in the magistrate's judgement the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the Humane Society or animal control or law enforcement officer. A magistrate may return a dangerous animal to the owner if the magistrate finds that the animal will not pose a threat to human beings and/or domestic animals and that the owner has, and will, fully comply with subsections (d) and (e) of this section.
- (d) The owner of a dangerous animal shall secure and confine said dangerous animal on the owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.
- (e) No person owning, harboring, or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

Sec. 4-8. – Potentially dangerous animals.

- (a) Animal control or law enforcement officers shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling. The animal shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal's status as a potentially dangerous animal. The animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.
- (b) Upon impounding a potentially dangerous animal, a determination hearing should be conducted within five days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall

nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a potentially dangerous animal based on the evidence and testimony presented at the hearing by the owner, witnesses to any incidences, and any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within five days after the hearing. The owner of such animal shall have the right to appeal such a decision to the court of common pleas of the county within ten days of receiving the decision of the magistrate.

- (c) Upon a finding that an animal is a potentially dangerous animal, the magistrate may order that the animal be forfeited by owner and placed with an agency willing to accept custody of said animal or may return said animal to the owner if the owner has and will comply with subsections (d) and (e) of this section.
- (d) The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on the owner's property in an enclosed and locked (with key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.
- (e) No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having minimum tensile strength of 300 pounds and not exceeding three feet in length.

Sec. 4-9. – Animal Care.

- (a) No owner shall fail to provide his animals with:
 - (1) Premises. The premises upon which an animal is kept shall be kept in a clean and sanitary condition and provide adequate light, ventilation, and suitable shelter.
 - a. Suitable shelter. Suitable shelter is defined as a structure that is in sound condition and which reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather. Such structures shall have appropriately sized ingress/egress openings for the animal and shall be elevated or positioned to prevent water from running into the structure. The living area of the structure shall be kept free from garbage and the accumulation of feces, excessive mud, or standing water.

- b. Relief from inclement weather conditions. When possible, animals should be brought inside during inclement weather conditions. Otherwise, during cold weather (less than 40 degrees Fahrenheit), animal housing shall be properly insulated. By way of example, straw or pine shavings are materials that may provide suitable insulation and warmth, but blankets and towels tend to absorb moisture, stay wet, and may freeze to the detriment of the animal. During extremely hot weather, procedures shall be taken to keep the animal adequately cool. Note that the inside of a dog house may be hotter than outdoors. Shade is required to provide relief from the heat and is often a necessary element of adequate shelter. Trees, tarps, covered roofs may be used to block the sun and provide shade.
 - c. Water and sustenance. Animals shall have access to fresh drinking water at all times. Frozen, muddy, slimy, or stagnant drinking water is not permitted. Animals shall have adequate access to food at regular and proper intervals.
 - d. Veterinary care when needed to prevent suffering; and
 - e. Humane care and treatment.
- (b) No owner of an animal shall abandon such animal.
 - (c) Any animal found abandoned and not properly cared for, appearing to be diseased or injured past recovery for any useful purpose, may be lawfully destroyed by an agent of the South Carolina Department of Health and Environmental Control, by a method approved by state law.
 - (d) Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owner's property by an animal control officer or law enforcement officer and impounded at the county animal shelter; provided, however, that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.
 - (e) The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

Sec. 4-10. – Sterilization.

- (a) No unclaimed dog or cat shall be released for adoption without written agreement, by means of a spay/neuter contract from the adopter, guaranteeing that such animal will be sterilized within 30 days for adults and a specified date in the contract for pups and kittens; provided, however, the county provides a program whereby the spay/neuter is included with the adoption fee.

- (b) No animal shall be released for adoption from the county animal shelter that has not been sterilized; provided however, that the county or its contractor provides a program whereby the spay/neuter is included with the adoption fee.

Sec. 4-11. – Enforcement.

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies endowed with proper county or state authority. It shall be a violation of this chapter to interfere with an animal control officer or law enforcement officer in the performance of his duties. The magistrate of the county shall have the authority to issue a bench warrant in the enforcement of this chapter.

Sec. 4-12. – Penalties for Violation of chapter.

Any person violating any provisions of this chapter shall be deemed guilty of a misdemeanor and shall be punished by imprisonment in jail not exceeding 30 days, or by a fine not exceeding \$500.00. In addition, upon conviction of any violation under this chapter, a court may order an animal forfeited by the owner and placed with an agency willing to accept custody of the animal, where the court finds that the animal has been cruelly treated, or the owners have been convicted of allowing the animal to run at large on two or more previous occasions.

Sec. 4-13. – Applicability of Rabies Control Act.

The provisions of S.C. Code § 47-5-10, et seq., commonly known as the Rabies Control Act, are hereby adopted in their entirety, as the same may be from time to time amended, as an integral part of this chapter, except insofar as the provisions of such act may conflict with or be less restrictive than the provisions of this chapter.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-31**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE I-85 OVERLAY DISTRICT WITH PARTICULAR REFERENCE BEING MADE TO CHANGES TO THE FAIRPLAY VILLAGE SUB-DISTRICT AND FAIRPLAY VILLAGE CENTER; 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 the I-85 Overlay District with specific reference being made to changes intended to the Fairplay Village Sub-District and Fairplay Village Center; 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 38-11.2 of Chapter 38 of the Code of Ordinances, entitled *I-85 Overlay District*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Section 38-11.2 of Chapter 38 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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 38-11.2 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: September 18, 2018
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

Sec. 38-11.2. - I-85 overlay district.

Title: I-85 overlay district.

Definition: The I-85 overlay district is not intended to be a separate zoning district, but shall be assigned to those areas county council has determined to be essential to the future economic prosperity and general well-being of all Oconee County citizens.

Intent: The overlay is intended to promote development that reflects the best building and site design practices in a manner that will maintain the greatest marketability of the area over time, while limiting any negative effects that may impact the existing lifestyle of the area's citizens.

Boundary: The boundaries of the I-85 overlay district shall be shown on the Official Oconee County Zoning Map:

The I-85 overlay district shall be divided into the following sub-districts:

- (a) Carolina Gateway (Interstate 85).
- (b) Fair Play Village.
- (c) Cleveland Creek.

Standards:

- (1) No new residential subdivision development consisting of more than ten residential housing units proposed for any sub-district of the I-85 overlay shall have a gross density greater than one dwelling unit per acre, unless otherwise specified by this chapter.
- (2) Sexually oriented businesses, as defined by the Unified Performance Standards chapter of the Oconee County Code of Ordinances, shall not be located in the I-85 overlay district.

The following standards shall apply within one or more of the sub-districts of the I-85 overlay, as specified:

- (1) Carolina Gateway sub-district:
 - A. The regulations contained within Appendix A of this chapter shall apply in their entirety to all non-residential uses within the Carolina Gateway (Interstate 85) overlay, excluding agriculture uses.
- (2) Fair Play Village sub-district:
 - A. All new primary and accessory residential buildings proposed to be located within the boundaries of the Fair Play Village sub-district shall be subject to the following standards:
 - 1. Maximum density: Two dwelling units per acre.
 - 2. Setbacks: Front - 25 feet; Side - Five feet; Rear - Ten feet.
 - B. All new lots/parcels shall have a minimum lot width on road frontage of 100 feet.
 - C. All structures and properties located in the Fair Play Village overlay constructed, installed or maintained in such a manner as to permit the harborage of rodents, mosquitoes, or any other pest or vermin, shall within 30 days of notification (by certified mail) by the zoning administrator repair, upgrade, clean or otherwise improve the structure or property so as to mitigate the situation. In the event the owner of a structure deemed to be in violation of this standard can demonstrate the need for additional time beyond 30 days from the date of notification to complete necessary work, provided all imminent hazards to residents and the public have been mitigated, the zoning administrator may grant up to an additional 60 days for completion.

- D. Proposed structures to be located in the Fair Play Village sub-district subsequent to the adoption of this standard shall be subject to the following:
1. All non-residential and non-agricultural structures and uses shall be approved as a special exception by the board of zoning appeals and may be required to conform to the standards established in Appendix A.
 2. Single-family residential developments proposed to consist of greater than two units, and all multi-family residential developments, shall be subject to review and approval by the Oconee County Planning Commission.
 3. Proposed structures, of any type, intended for occupancy shall meet the following standards:
 - i. Foundations and/or underpinning shall be constructed of concrete, masonry (brick or block), or similar material, and designed so as to provide a continuous, permanent, and attractive impediment to the harborage of rodents and vermin.
 - ii. A lawn or landscaped area cleared of weeds, excess undergrowth, and any other materials or debris that may attract rodents, mosquitoes, and other potential threats to occupants and/or the public shall be established for each residential unit prior to final approval for occupation.
 - iii. Access to residences shall be from an all-weather driveway and/or parking area.
 4. New development proposed to be located in the area delineated on the Official Oconee County Zoning Map as the "Village Center" of the Fair Play Village sub-district shall, in addition to all other standards applicable to the Fair Play Village sub-district, be subject to the following:
 - i. Orientation: All new primary residential structures located in the Village Center shall be oriented to the public thoroughfare.
 - ii. All non-residential and non-agricultural uses shall be approved as a special exception by the board of zoning appeals and may be required to conform to the standards established in Appendix A.
 - iii. The height of all proposed structures shall be no greater than 30 feet, to be determined by measures approved in adopted building codes.
 5. Free-standing signage of any type subject to permit by this chapter of the Code of Ordinances, to include monument or other signage not attached to or otherwise supported by a primary structure, shall not exceed seven feet in height above grade. No signage shall be situated or installed on a berm or other elevated surface or device intended to increase the height of a sign subject to this standard.

ATTACHMENT B

Sec. 38-11.2. - I-85 overlay district.

Title: I-85 overlay district.

Definition: The I-85 overlay district is not intended to be a separate zoning district, but shall be assigned to those areas county council has determined to be essential to the future economic prosperity and general well-being of all Oconee County citizens.

Intent: The overlay is intended to promote development that reflects the best building and site design practices in a manner that will maintain the greatest marketability of the area over time, while limiting any negative effects that may impact the existing lifestyle of the area's citizens.

Boundary: The boundaries of the I-85 overlay district shall be shown on the Official Oconee County Zoning Map:

The I-85 overlay district shall be divided into the following sub-districts:

- (a) Carolina Gateway (Interstate 85).
- (b) Fair Play Village.
- (c) Cleveland Creek.

Standards:

- (1) No new residential subdivision development consisting of more than ten residential housing units proposed for any sub-district of the I-85 overlay shall have a gross density greater than one dwelling unit per acre, unless otherwise specified by this chapter.
- (2) Sexually oriented businesses, as defined by the Unified Performance Standards chapter of the Oconee County Code of Ordinances, shall not be located in the I-85 overlay district.

The following standards shall apply within one or more of the sub-districts of the I-85 overlay, as specified:

- (1) Carolina Gateway sub-district:
 - A. The regulations contained within Appendix A of this chapter shall apply in their entirety to all non-residential uses within the Carolina Gateway (Interstate 85) overlay, excluding agriculture uses.
- (2) Fair Play Village sub-district:
 - A. All new primary and accessory residential buildings proposed to be located within the boundaries of the Fair Play Village sub-district shall be subject to the following standards:
 - 1. Maximum density: Two dwelling units per acre.
 - 2. Setbacks: Front - 25 feet; Side - Five feet; Rear - Ten feet.
 - B. All new lots/parcels shall have a minimum lot width on road frontage of 100 feet.
 - C. All structures and properties located in the Fair Play Village overlay constructed, installed or maintained in such a manner as to permit the harborage of rodents, mosquitoes, or any other pest or vermin, shall within 30 days of notification (by certified mail) by the zoning administrator repair, upgrade, clean or otherwise improve the structure or property so as to mitigate the situation. In the event the owner of a structure deemed to be in violation of this standard can demonstrate the need for additional time beyond 30 days from the date of notification to complete necessary work, provided all imminent hazards to residents and the public have been mitigated, the zoning administrator may grant up to an additional 60 days for completion.

D. Proposed structures to be located in the Fair Play Village sub-district subsequent to the adoption of this standard shall be subject to the following:

~~1. All non-residential and non-agricultural structures and uses shall conform to the standards established in Appendix A of this chapter, and excepting those required by this or any other chapter of the Oconee County Code of Ordinances to be approved as a special exception by the Oconee County Board of Zoning Appeals, shall be subject to review and approval by the Oconee County Planning Commission.~~

1. All non-residential and non-agricultural structures and uses shall be approved as a special exception by the board of zoning appeals and may be required to conform to the standards established in Appendix A.
2. Single-family residential developments proposed to consist of greater than two units, and all multi-family residential developments, shall be subject to review and approval by the Oconee County Planning Commission.
3. Proposed structures, of any type, intended for occupancy shall meet the following standards:
 - i. Foundations and/or underpinning shall be constructed of concrete, masonry (brick or block), or similar material, and designed so as to provide a continuous, permanent, and attractive impediment to the harborage of rodents and vermin.
 - ii. A lawn or landscaped area cleared of weeds, excess undergrowth, and any other materials or debris that may attract rodents, mosquitoes, and other potential threats to occupants and/or the public shall be established for each residential unit prior to final approval for occupation.
 - iii. Access to residences shall be from an all-weather driveway and/or parking area.
4. New development proposed to be located in the area delineated on the Official Oconee County Zoning Map as the "Village Center" of the Fair Play Village sub-district shall, in addition to all other standards applicable to the Fair Play Village sub-district, be subject to the following:
 - i. Orientation: All new primary residential structures located in the Village Center shall be oriented to the public thoroughfare.
 - ii. All non-residential and non-agricultural uses shall be approved as a special exception by the board of zoning appeals and may be required to conform to the standards established in Appendix A.
 - iii. The height of all proposed structures shall be no greater than 30 feet, to be determined by measures approved in adopted building codes.
5. Free-standing signage of any type subject to permit by this chapter of the Code of Ordinances, to include monument or other signage not attached to or otherwise supported by a primary structure, shall not exceed seven feet in height above grade. No signage shall be situated or installed on a berm or other elevated surface or device intended to increase the height of a sign subject to this standard.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 18, 2018

ITEM TITLE:

Title: Komatsu Rigid Frame Back-Dump Truck

Department: Quarry

Amount: \$519,031.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval: Laetia Price

Budget: \$800,000.00

Project Cost: \$519,031.00

Balance: \$280,969.00

BACKGROUND DESCRIPTION:

This purchase is for a new Komatsu HD325-8, a 40 ton off-road, rigid frame, back-dump truck for the Quarry. This truck will be a new addition and will be used in the daily operations of the Quarry to haul rock products. The Quarry currently has one Terex 40 ton truck and two Komatsu 40 ton trucks. The Quarry researched comparable Caterpillar and Terex trucks similar in size, and concluded that the Komatsu truck is the best fit for the Quarry and the least expensive. To keep maintenance and repair issues minimized and to utilize existing parts inventory, a replacement truck should only be Komatsu or Terex brand. This new truck comes with a 2000 hour/3 year warranty and will be serviced by Linder Industrial Machinery.

SPECIAL CONSIDERATIONS OR CONCERNS:

Linder Industrial Machinery of Greer, SC, is the Authorized Dealer for Komatsu. This truck is also available through the H-GAC national contract and Linder is also the "assigned" SC dealer for that contract. The price to purchase this truck directly from Linder as an Authorized Dealer is a lower price than if we use the contract. Therefore, Procurement recommends this purchase directly through Linder Industrial Machinery as an Authorized Dealer.

ATTACHMENT(S):

1. Linder Industrial Machinery Quote (\$519,031.00)
2. H-GAC Contract Quote (\$523,910.61)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2018 Komatsu Back-Dump Truck from Linder Industrial Machinery of Greer, SC, in the amount of \$519,031.00.

Submitted or Prepared By: Robyn Courtright

Robyn Courtright, Procurement Director

Approved for Submittal to Council: Richard D. Martin

Richard D. Martin, Interim 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.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: EM 06-17

Date Prepared: 8/23/2018

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

| | | | |
|-----------------|------------------------------------------------------------------------|--------------|------------------------------------------------------------------------|
| Buying Agency: | Oconee County Rock Quarry | Contractor: | Linder Industrial Machinery |
| Contact Person: | Robyn Courtright | Prepared By: | Tyler Halbert |
| Phone: | 864-638-4141 | Phone: | 864-516-5671 |
| Fax: | 864-638-4142 | Fax: | |
| Email: | rcourtright@oconeesc.com | Email: | tyler.halbert@linder.com |
| Product Code: | EM1726E | Description: | Earth Moving and Construction Equipment-Komatsu HD325-8 |

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 805,173.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---------------------------|---------|------------------------------------|--------|
| Standard machine | 805,173 | | |
| Options: | | | |
| Rims for 18.00-33 | 24,161 | | |
| Komatsu Traction Control | 0 | | |
| Lined Body 31.4 CYDS 24M3 | 115,247 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal B: | 944581 |

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|------------------|--------|------------------------|--------------|
| Bridgestone VMTP | 29,328 | | |
| | | Total | 944581 |
| | | HGAC Discount | 32% |
| | | | 302265.92 |
| | | Total | 642315.08 |
| | | Linder Discount | 23% |
| | | | 147732.4684 |
| | | | 494582.6116 |
| | | Subtotal C: | \$ 29,328.00 |

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 6%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

| | | | | | | |
|-------------------|---|--------------------------|---------------|---|-------------|---------------|
| Quantity Ordered: | 1 | X Subtotal of A + B + C: | \$ 523,910.61 | = | Subtotal D: | \$ 523,910.61 |
|-------------------|---|--------------------------|---------------|---|-------------|---------------|

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

| Description | Cost | Description | Cost |
|--------------------------------------|------|--------------------|------|
| Onsite Operator and Service Training | Free | Komtrax Monitoring | Free |
| Integrated Payload Meter | Free | | |
| Rock Ejectors | Free | | |
| Fast Fill Coupler | Free | | |
| | | Subtotal E: | 0 |

Delivery Date: **October 20th** **F. Total Purchase Price (D+E):** \$ 523,910.61

LINDER

Purchase Agreement

| | | | | | | | |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Plant City 1601 S. Frontage Rd. Plant City, FL 33563 (813) 754-2727 | Pembroke Pines 20900 Taft Street Pembroke Pines, FL 33029 (954) 433-2800 | Jacksonville 110 Halsema Rd. S. Jacksonville, FL 32220 (904) 786-6710 | Orlando 23 Taft Vineland Rd Orlando, FL 32824 (407) 849-6560 | Ocala 2441 SW 57 th Avenue Ocala, FL 34474 (352) 629-2810 | Ft. Myers 4656 Elevation Way Ft. Myers, FL 33905 (239) 337-1313 | West Palm Beach 7221 Haverhill Business Pkwy Riviera Beach, FL 33407 (561) 863-0570 | Asheville 1 Business Park Circle Arden, NC 28704 (828) 681-5172 |
| Concord 5120 Davidson Highway Concord, NC 28027 (980) 777-8345 | High Point 600 Pegg Road, Ste 101 Greensboro, NC 27409 (336) 665-0110 | Greenville 100 Staton Rd. Greenville, NC 27834 (252) 695-6200 | Raleigh 6515 Chapel Hill Rd. Raleigh, NC 27607 (919) 851-2030 | Wilmington 3252 US HWY 421 N Wilmington, NC 28401 (910) 254-2031 | Columbia 3109 Charleston Hwy West Columbia, SC 29172 (803) 794-6150 | Greer 525 Old Jones Rd. Greer, SC 29651 (864) 877-8962 | Ladson 9559 Hamburg Road Ladson, SC 29456 (843) 486-8080 |

Purchaser:

OCONEE COUNTY ROCK QUARRY
COUNTY MAIL ROOM
WALHALA SC 29691
Attn: Mickey Kerr

Linder Rep: TYLER HALBERT

Doc # TH-1597
Date 09/07/2018
F.O.B Pooler GA- Walhalla via Linder
Terms Delivered to Oconee Quarry 3rd Week of October

| Equipment Description | Serial # | Stock # | Ext. Price |
|-----------------------|----------|---------|--------------|
| KOMATSU HD325-8 | | | \$518,731.00 |

Machine Specifications:

HD325-8 KOMATSU RIGID DUMP TRUCK
RIMS FOR 18.00-33
KOMATSU TRACTION CONTROL SYSTEM (KTCS)
LINED BODY 31.4 CYDS 24M3

Attachments:

Bridgestone VMTP
Load Counter
Payload Meter
Komtrax

Financing: %/mos. → \$/mo

****PLEASE KINDLY SELECT & INITIAL A FINANCE TERM ABOVE****

Warranty: One year unlimited hour full machine warranty included. 3YR/2,000 HRs KCARE Service Included

Optional Warranty- PT/PLUS 5YR/10,000- \$28,000 PREMIER 5YR/10,000- \$35,000

| | |
|------------------------------|--------------|
| Equipment Subtotal | \$518,731.00 |
| Less Trade-Ins | \$ 0.00 |
| Less Down Payment | \$ 0.00 |
| Subtotal | \$518,731.00 |
| Sales Tax | \$ 0.00 |
| Trade Payoff Balance | |
| Document Stamp Fee (FL only) | \$ 0.00 |
| Document Fee | \$ 300.00 |
| Total Balance Due | \$519,031.00 |

**Taxes and fees are based on terms above. Subject to change based actual delivery location.*

Tyler Halbert, Equipment Salesman

(864) 877-8962 Office • (864) 877-8157 Fax • (864) 516-5671 Cell

Tyler.Halbert@linder.com www.linder.com

CONDITIONS OF SALE

1. Buyer agrees to pay the amount shown on the face of this order. All payments are due at the offices of Linder Industrial machinery Co., Inc. Plant City, Florida.
2. Buyer agrees that Seller shall retain a security interest in and to the property sold hereunder and any additions or improvements thereto, until payment of the entire purchase price to Seller. Buyer shall execute a Uniform Commercial Code Financing Statement for filing by Seller to perfect the security interest retained in Seller. If any note is given in connection herewith, it shall evidence the indebtedness only and not full payment and the security interest retained by Seller constitutes security for the payment of amounts owing under the note. Unless otherwise provided on the face of this agreement, or any note in connection therewith, the purchase price shall bear interest at the rate of eighteen percent (18%) per annum or, if different, the highest nonusurious rate allowed by law, upon the unpaid balance, if any, until maturity and after maturity at the highest lawful rate. The security interest of Seller in the property sold hereunder shall also extend to all amounts owing under the terms of this contract, including, without limitation, interest, court costs and attorneys fees if incurred by Buyer. Upon delivery of the equipment purchased hereunder, Buyer agrees to execute such notes, security agreements, financing statements and other documents requested by Seller to evidence the obligation and security interest provided herein. Seller's security interest includes proceeds of collateral, if any.
3. Buyer shall not sell, pledge or mortgage the property described herein, nor sell or assign this contract, without Seller's written consent.
4. The property shall remain personal property, not become a part of the real estate and shall not be removed from the county where shipped without Seller's written consent.
5. Buyer agrees to procure forthwith and maintain fire insurance with extended or combined additional coverage on the property for the full insurable value thereof for the life of this contract and promptly deliver each policy to Linder Industrial Machinery Co., Inc. or assigns with a standard long form endorsement attached thereto, showing loss payable to Linder Industrial Machinery Co., Inc., and assigns as respective interest may appear; acceptance of policies in lesser amounts or risks shall not be a waiver of Buyer's foregoing obligations.
6. All risks of loss, damage or destruction shall at all times be on Buyer and shall not release Buyer from his obligation to pay the purchase price.
7. Buyer agrees to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the property, or this contract, or any accompanying note, and to satisfy all liens against the same.
8. This instrument shall constitute the entire agreement between the parties and shall not become a contract until approved and accepted by an officer of the Seller, and shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or governmental action or any other cause beyond the control of Seller, the occurrence of which shall absolutely absolve the Seller from any liability hereunder.
9. All shipments are F.O.B. shipping point unless otherwise expressly stated on the face of this order. All trade-in allowances are on the basis of equipment delivered to the yard of Linder Industrial Machinery Co., Inc., at Plant City, Florida. Buyer warrants that equipment traded in is free from any and all encumbrances unless otherwise noted on the face of this order.
10. "IF THE PROPERTY SOLD HEREUNDER IS USED, IT IS SOLD "AS IS" AND IS NOT GUARANTEED AS TO CONDITION. IF THE EQUIPMENT IS NEW, IT IS GUARANTEED ONLY TO THE EXTENT OF THE MANUFACTURER'S WARRANTY, AND SELLER MAKES NO WARRANTY AS TO MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF."
11. Time is of the essence in this contract. If any of Buyer's debt be not paid promptly when due or if the property be removed or disposed of or encumbered or if other breach occurs, all unpaid sums shall, at the option of the Seller, become immediately due and payable, and Buyer agrees to return the property on demand, and, to the extent permitted by law. Seller or assigns may without notice or legal process enter any premises where the property may be and take possession of it and retain all prior payments as partial compensation for its use, and the property may be sold with or without notice at private or public sale, with or without having the property at the sale, at which Seller or its assigns may purchase, and the proceeds thereof, less expenses of retaking, repairing, holding, reselling and reasonable attorney's fees, credited upon the amount unpaid, and Buyer will pay the balance forthwith as liquidated damages for the breach of this contract, any surplus, however, to be paid to Buyer.
12. Seller shall not be held liable or responsible for any damages, whether on account or personal injuries or otherwise, suffered or sustained in the operation of the property, nor for any damages resulting to the Buyer by reason of any delays or alleged failure of said property to operate.
13. Buyer agrees to pay reasonable attorney's fees and court costs for the enforcement of Seller's right after Buyer's default.
14. Seller's responsibility for shipments ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer directly to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.
15. If Buyer by his conduct or notice breaches any of the terms of this contract, Seller shall be entitled to retain any advanced deposit as liquidated damages without any restriction on the Seller to institute legal action for actual damages sustained as the result of the breach which are in excess of the deposit so forfeited.
16. Failure of Seller to declare any default by Buyer or to enforce any term of this contract shall not constitute a waiver of the right of Seller to enforce any term hereof or to declare any default (including that not enforced or declared) in the future; all of Buyer's rights hereunder are cumulative and not alternative. If Seller assigns this contract, it shall not be assignee's agent for any purpose; Buyer will settle all claims, defenses, set-offs and counterclaims it may have directly with Seller, and not set up any thereof against Seller's assignee. No waiver, or change in this contract or any related instruments, shall bind such assignee unless in writing signed by one of Seller's officers.
17. Any controversies shall be settled, or litigated under the applicable law of the State of Florida, and any litigation shall be tried by the Courts of Hillsborough County, Florida, exclusively.
18. The Purchaser agrees that the Seller shall not be responsible for delays or failure to supply said property due to strikes, manufacturer's production, fire, war conditions, governmental actions or other causes beyond its control, nor for damages of loss during transportation. Acceptance of delivery from the carrier by Purchaser shall constitute a waiver of all claims for damage or delay from whatsoever cause.

Purchase has read, understands, and acknowledges that this contract is also subject to the terms and purchaser grants seller a security interest in the above equipment until payment in full of purchase price. Acceptance must be signed by authorized representative of Seller to be effective.

Company

Date

Signature of Purchaser

Title

Accepted by Linder Industrial Machinery Company by: _____

Tyler Halbert, Equipment Salesman

(864) 877-8962 Office • (864) 877-8157 Fax • (864) 516-5671 Cell

Tyler.Halbert@linder.com www.linder.com

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 18, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

FY 2018/19 EDA Disaster and SCRIA Funding Commitment by Oconee County for the City of Walhalla, Walhalla-Westminster Interconnection Project.

BACKGROUND DESCRIPTION:

- The City of Walhalla will be submitting for EDA Disaster Recovery grant funding to enable the construction of water service infrastructure, connecting the City of Westminster and the City of Walhalla in areas adjacent to the Oconee Industry & Technology Park (OITP) (the "Project").
- EDA Disaster Recovery grant funding will be 71% of the total cost of this \$ 663,300 project - approximately \$ 473,600.
- SCRIA grant funding will be 18% of the total cost of this project, approx. \$ 118,400.
- Requesting the County to provide 11% of the total cost for engineering, totaling up to \$ 71,000. These funds will be covered in the Economic Development Fund.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Ladale Price (financial) and/or Sharon DeRidder (grant related), who will be in attendance at the Sept. 18, 2018 Council Meeting.

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : DVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : SD Grants

ATTACHMENTS

Summary of EDA and SCRIA grant applications for the City of Walhalla, Walhalla-Westminster Project.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the expenditure of \$ 71,000, to be designated to pay for engineering costs for the City of Walhalla's Walhalla-Westminster Interconnection Project. An Ordinance to this effect will be forthcoming if Council approves this Project.

Submitted or Prepared By:

Approved for Submittal to Council:

 Ladale Price
Department Head/Elected Official

 Richard Martin
D. Richard Martin, Interim 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.

Project Narrative

General: The City of Walhalla owns and operates the water system, the sewer collection system and operates its own water treatment plant. The Oconee County Joint Regional Sewer Authority treats the wastewater. Walhalla's service area extends beyond their city limit boundaries.

The City of Walhalla has been providing high quality water to the surrounding community for almost one hundred years. The City built their first water treatment plant in the early 1920's. As the area continued to grow, a new 1.5 million gallons per day (MGD) water treatment plant was built and placed into operation in 1963. The City has taken the initial steps in building a new surface water treatment (WTP) on Lake Keowee to secure a reliable and abundant water source for the City of Walhalla and surrounding areas. A new treatment facility and water source will allow the City to provide sufficient water to meet the demands of their customers for the near future, allowing the community to continue to grow and attract large industries.

The county has been working to develop industrial sites and parks that are certified for industrial development. They have implemented plans to improve the county's workforce and help meet needs of local industry including establishment of a high school and two-year technical training facility at the park.

The Oconee Economic Alliance is a public-private nonprofit effort to accelerate job creation and capital investment, increase per capita income, diversify the local tax base and generate awareness of Oconee County as a business location. The Oconee Economic Alliance is responsible for attracting new companies to locate in Oconee County and with community partners to build upon and improve the area's desirability to businesses and residents. Additionally they are responsible for marketing the county owned industrial parks.

Need: The existing water system can provide a large volume of water at high pressures. However, due to the lack of storage within the system, large flowrates are not sustainable. This causes issues with water pressure and water flows during peak times. Additionally water flows are not sustainable for long durations needed for fire protection.

During Hurricane Irma in September of 2017, high winds and excessive rain caused issues for the majority of South Carolina, with Walhalla experiencing widespread power outages and a pipe break due to bank erosion at creek crossings. While Walhalla was able to continue

operations, a power outage or water line break at the water plant would have crippled the system.

Oconee County has an Economic Development Strategic Plan that provides a “road map” for the County to succeed in attracting private investment within an extremely vibrant, but competitive regional market. However, Hurricane Irma caused city officials alarm and they began to consider measures to mitigate potential job loss and the disruption of business and industry

The Oconee Industry and Technology Park (OITP) is located on Hwy 11 in Walhalla is located at the south end of Walhalla’s distribution system. The OITP is an emerging manufacturing park in Upstate South Carolina. The park contains 303 buildable acres within a South Carolina Certified industrial park located on Highway 11. OITP is positioned strategically between Atlanta, Georgia & Charlotte, North Carolina and just minutes from Greenville, South Carolina.

The current tenants are Baxter Manufacturing, Hi-Tech Mold & Engineering, Tri-County Workforce Development Center and a satellite campus for Tri-County Technical College; the tenants currently employ 101 persons. Baxter Manufacturing has plans to hire an additional 30 persons by the end of 2018. The Hamilton Career Center will employ 42 persons and plans to be open in 2020. This park is a hub for Workforce Development and its tenants have created a synergy that will attract new investment.

The success of the OITP is vital to improving the quality of life for Oconee County’s citizens by building a robust and healthy economy that is both diversified and sustainable. This success is dependent on having reliable and dependable infrastructure in place; industry expansion and recruitment is not possible without it. Potential tenants have requested additional water for fire protection.

The undependable water pressure and water flows during peak times can cause business disruption. In order to provide reliable pressures and flowrates to the Oconee Industry and Technology Park (OITP) during peak demand, including fire flow, an interconnection is required between the City of Walhalla and the City of Westminster.

Service Area: The service area for the proposed project was determined by the engineer as the City of Walhalla because the project will improve system reliability as well as provide a redundant water supply that will be utilized for fire protection and increase resiliency to the southern portion of Walhalla’s service area.

Project Description: The proposed project consists of installing dual meter pits with a bypass and approximately 2,500 LF of 12-in waterline. Two-meter pits will be located at the end of the Westminster system at the intersection of Critter Road and SC Highway 11. The waterline will cross under both Critter Rd and SC Highway 11 and then continue north towards the commerce park. The proposed waterline will connect to the 10-in water main at the end of Walhalla's distribution system.

The two meter pits will allow each utility to supply water to each other while also providing a means to meter the amount of water purchased. The Westminster water system operates at an elevation of 1072 ft. MSL, which is 105 ft. lower than the Walhalla hydraulic grade line (HGL) of 1177 ft. MSL. This difference in elevation will result in the Walhalla system pushing water into Westminster during normal operation. To counter this, the meter to Westminster should be normally closed and opened in the event of an emergency. Due to the pressure difference between the two systems, the supply from Westminster can remain open and no water will flow into the Walhalla system during normal operation. In the event of a high water demand, the Walhalla system pressure will drop allowing the Westminster connection to automatically feed into the system maintaining pressure and flow in the area.

The proposed interconnection between the City of Walhalla and the City of Westminster will be completed entirely in SCDOT maintained Right-of-Way. No property will be acquired for this project. Ownership operation, maintenance and management of the project facilities will be solely by the City of Walhalla.

The city is requesting \$118,400 from the SC Rural Infrastructure Authority and \$473,600 from the Economic Development Administration. Oconee County will provide funds for engineering in the amount of \$71,000. The Appalachian Council of Governments will provide grant management.

| Work Plan | | |
|-----------------------------------------------|----------------------------------------------------------|--------------------------------------------------|
| Milestones (Tasks) | Resources (Responsible Persons/Organizations) | Cumulative Timeframe (months x-x) |
| Design and Permitting | Engineer | 1-4 |
| Bidding/Procurement | ACOG, Engineer, Walhalla | 5-6 |
| Contract Approval | RIA & EDA | 6 |
| Contract Award | Engineer, Walhalla | 7 |
| Construction Management/Davis Bacon/Section 3 | ACOG, Walhalla | 8-12 |
| Financial | ACOG/Walhalla | 1-14 |

| | | |
|----------------------|-----------------|-------|
| Monitoring/Reporting | ACOG, Walhalla | 1-14 |
| Close Out | ACOG, Wallhalla | 13-14 |

Feasibility: The project will provide a longer and more sustainable fire flow duration. By including Westminster, the Industrial Park will get the benefit of the additional water treatment and storage capabilities of Westminster's system.

Project costs are within RIA's \$10K per customer guideline. The Preliminary Engineering Report has been completed and attached; final design should be completed by February 2019 and permits should be obtained by March 2019. No acquisition is required; all proposed construction is within existing road ROW. Bid Opening is anticipated for May 2019 with a construction start date of July 2019 and completion in November 2019. This project schedule fits well within the required 24 month time.

The project will be maintained with existing resources; funded by the Water Department. There are line items in the budget to cover system maintenance and cash funds in the system accounts for emergencies. There is a \$521,000 transfer to the general fund budgeted for the FY18/19 year; the operating budget is attached. The transfers to the general fund vary each year and supplement the salaries of supporting staff to water operations. The City of Walhalla implemented a rate increase in July of 2018; water rates are attached. The average residential bill for in town customers is \$26.43; out of town is \$47.70.

Benefits/Impacts: The OITP will directly benefit from this project. Tenants will benefit from the additional 500,000 gallons of storage capacity available as part of the interconnection. However, there is an indirect system wide benefit of 16,160 persons by having the interconnection between Walhalla and Westminster in place. The redundancy between the two systems will prevent the possibility of business disruption and enhance the fire protection service. The project will also help with recruitment efforts at the OITP.

This project meets RIA's objectives of quality of life, economic impact and community sustainability. It also meets RIA's priority by expanding system capacity to help existing businesses create and retain jobs; and to accommodate reasonable growth.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 18, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

FY 2018/19 EDA Disaster and SCRIA Funding Commitment by Oconee County for the Oconee Joint Rural Sewer Authority, Sewer South Phase 2 Project.

BACKGROUND DESCRIPTION:

- The Oconee Joint Rural Sewer Authority (OJRSA) will be submitting for an EDA Disaster Recovery and SCRIA grant funding to enable the construction of extending sewer service infrastructure, connecting the Golden Corner Commerce Park pump station to the Village of Fair Play, on to Exit #2/I-85 and on to Exit #1/I-85 (the "Project").
- EDA Disaster Recovery grant funding will be 71% of the total cost of this \$ 5,291,130 project - approximately \$ 3,742,264.
- SCRIA grant funding will be 18% of the total cost of this project, approx. \$ 935,566.
- Requesting the County to provide 11% of the total cost for engineering, totaling up to \$ 613,300. These funds will be covered in the Economic Development Fund.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- This Project is contingent on the "Transfer and Operations Agreement" being entered into between the County and OJRSA.
- Comments should be directed to Ladale Price (financial) and/or Sharon DeRidder (grant related), who will be in attendance at the Sept. 18, 2018 Council Meeting.

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : AVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

Approved by : SD Grants

ATTACHMENTS

Summary of EDA and SCRIA grant applications for the OJRSA Sewer South Project.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the expenditure of \$ 613,300, to be designated to pay for engineering for the OJRSA's Sewer South Phase 2 Project. An Ordinance to this effect will be forthcoming if Council approves this Project.

Submitted or Prepared By:

Ladale Price
Department Head/Elected Official

Approved for Submittal to Council:

D. Richard Martin
D. Richard Martin, Interim 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.

Oconee Joint Regional Sewer Authority
(OJRSA)

Fair Play Sewer Project

General: Originally a division of county government, the OJRSA became its own entity on December 19, 2007, when the South Carolina Secretary of State issued the Certificate of Incorporation to the OJRSA, which was made possible by the passage of Act 59 (Joint Authority Water and Sewer Systems Act) earlier that year. The governmental agency is overseen by nine commissioners appointed by the councils of the three member cities; Seneca, Walhalla, and Westminster.

The 5.0 million gallon per day (MGD) Coneross Creek Wastewater Treatment Facility began operations on February 4, 1980. The original treatment plant was upgraded to 7.8 MGD in 1996 in order to accommodate the industrial and commercial growth Oconee County experienced during the early 1990s. Along with the treatment plant, the OJRSA also owns, operates, and maintains a wastewater conveyance system that includes approximately 60 miles of gravity sewer, 18 pump stations, 20 miles of force mains, and three permanent flow-monitoring stations.

Since the early 1960's, Oconee County has desired to provide public sewer service to the southern portion of the county including Fair Play area and the Interstate 85 corridor to the Welcome Center. The sewer in this area of the county is currently served by individual septic tank systems for each parcel as there is no public sewer available. The closest sewer service is Golden Corner Commerce Park approximately 1.1 miles away from Fair Play and 2 miles from I-85. This area is a prime location for development, located near the interstate about halfway between Atlanta and Charlotte with Greenville nearby. Additionally, the proposed project area is located near Lake Hartwell which has the potential to attract resort hotels and recreational facilities, which would also have a positive economic impact to the area. It is estimated that there is about 2,017 acres of developable property available in this area.

Oconee County's 2010 population was 74,273 with an unemployment rate of 4.2%. Oconee county has a deep labor pool representing over 640,000 people from eleven counties, strong recruitment and training support by ReadySC and Tri-County Technical College and STEM education focus within the local school district. Oconee County and the Oconee Economic Alliance has ushered in over \$480 million in new taxable capital investment and nearly 1500 new jobs spread over 36 projects since 2012. Oconee County is doing fairly well; however, the lack of public sewer in this particular region has inhibited potential growth. As a result, the County is unable to draw future development. Such development could help the county become more resilient, diversifying the local economy and enhance the economic competitiveness of this region.

The Oconee Economic Alliance is a public-private nonprofit effort to accelerate job creation and capital investment, increase per capita income, diversify the local tax base and generate

awareness of Oconee County as a business location. The Oconee Economic Alliance is responsible for attracting new companies to locate in Oconee County and with community partners to build upon and improve the area's desirability to businesses and residents.

Need: There is currently no sewer service available in the southern portion of Oconee County that includes the Fair Play area (a census designated place with a population of 687) and the Interstate 85 corridor. All existing, developed properties utilize septic systems to serve their wastewater treatment requirements. Septic systems can falter over time, which can lead to environmental issues and potential groundwater contamination. A public sewer system that treats wastewater at a regional wastewater treatment facility provides much greater protection to the environment, both in the present and long-term. Public treatment facilities provide much better treatment of the wastewater without the danger of groundwater contamination.

In addition to the potential environmental hazards related to septic systems for wastewater treatment, the septic systems can prove quite costly to maintain for larger businesses with many employees that require larger treatment capacities than typical residential systems. Two existing businesses in Fair Play, Yoder's Building Supply and Diamond T Promotional Gear currently employ approximately 125 employees, combined. With this many employees, these two businesses have found it quite difficult and costly to maintain their septic systems to provide the treatment capacity needed to support their businesses. These septic system difficulties have also prevented these businesses from expanding, as their septic systems are not sufficient to support additional expansion. Both businesses have to pump and haul their waste.

In addition, a package treatment plant currently serves the Welcome Center, which has thousands of visitors annually. They have indicated a need to connect to the public sewer once it becomes available. Their connection will be a benefit to the newly constructed line.

The major drawback in landing a commercial or industry development in this area and creating jobs for residents is the fact that there is no sewer currently available in the southern part of Oconee County. Sewer service in the southern area of Oconee County is a critical need for Oconee Alliance to market this area aggressively.

Service Area: The service area was determined by the engineer and is indicated in the Preliminary Engineering Report as I-85 Corridor Sewer Expansion Master Plan. The service area is Fair Play to the interstate and to the Welcome Center

Project Description: The proposed project is broken down into phases but will be bid as one project.

Phase I-A includes the construction of a new 2,200 LF of 18" gravity sewer line, 2,500 LF of 21" gravity sewer and a 1,400 LF of 24" gravity sewer line along Hwy. 59 from the existing Golden Corner Commerce Park pump station. This existing infrastructure has available capacity to serve the additional area encompassed by Fair Play and the Interstate 85 corridor.

Phase I-B includes the construction of a new 900 LF of 18" gravity sewer line along Hwy. 59 which ties into the Phase 1-A infrastructure and a 6,300 LF of 12" force main along Hwy. 59 and Broomway Ln. to the new Exit 2 1,062 Pump Station A.

Phase II includes the construction of two new pump stations. One to serve the South Carolina Welcome Center at I-85 Exit 1 and one to collect and convey wastewater from the Exit 1 area to the Exit 2 Pump Station A. Phase II also includes the construction of a new 3,300 LF of 4" force main and 4,500 LF of 12" force main from the Welcome Center 90 GPM pump station and Exit 1 742 GPM pump station to Exit 2 as well as a new 1,200 LF of 15" gravity sewer line from Exit 2 to tie into the Exit 2 1,062 Pump Station A. A directional boring under Lake Hartwell will be necessary.

These lines have been sized to provide sufficient capacity for the development of the entire southern portion of Oconee County. It will be necessary to acquire land for the three pump stations and to acquire twelve easements in some project areas along the new force main and gravity sewer routes. Ownership operation, maintenance and management of the project facilities will be solely by the OJRSA via an agreement to be signed between Oconee County and the OJRSA.

The OJRSA is requesting \$850,416 from the SC Rural Infrastructure Authority and \$4,252,080 from the Economic Development Administration. Oconee County will provide funds for engineering, permitting and acquisition related costs for \$613,300. The Appalachian Council of Governments will provide grant management.

| Work Plan | | |
|-----------------------------------------------|-------------------------|-----------------------------|
| Milestones (Tasks) | Resources | Cumulative Timeframe |
| Design | Engineer | 1-6 |
| Permitting | Engineer | 6-10 |
| Acquisition | OJRSA | 6-10 |
| Bidding/Procurement | ACOG/Engineer/OJRSA | 11 |
| Contract Approval/Award | RIA/EDA/ Engineer/OJRSA | 12 |
| Construction Management/Davis Bacon/Section 3 | ACOG/OJRSA | 13-24 |
| Financial/ Monitoring/Reporting | ACOG/OJRSA | 1-24 |
| Close Out | ACOG, OJRSA | 24 |

Feasibility: Sewer service in the southern portion of Oconee County will allow existing businesses to abandon their septic tanks and connect to the sewer line; therefore eliminating environmental hazards. This sewer service will also facilitate Oconee Alliance's ability to market this area effectively and aggressively.

The Oconee Joint Regional Sewer Authority will make the commitment that require residences, commercial business, and industry whose property comes within 300 feet of a sewer connection line, to connect if it is a new development or has a failing septic tank system. DHEC will support this initiative by not issuing new septic system permits when public sewer is available or allowing failing septic systems to be replaced.

The Preliminary Engineering Report has been completed and attached; final design should be completed by May 2019 and permits should be obtained by September 2019. The acquisition activities will be completed by September 2019. Bid Opening is anticipated for October 2019 with a construction start date of December 2019 and completion in November 2020. This project schedule fits well within the required 24 month time.

The OJRSA has the capacity to operate and maintain the system. This sewer is critical to economic development for the county. As such, Oconee County and the OJRSA will enter into an agreement with the County to help cover the operating costs of the sewer collection system until such time that system revenue will sufficiently cover the cost of the system. With sewer available in this highly attractive location along Interstate 85, new industry and businesses will be able locate here and expand their operations therefore creating jobs for this region.

Benefits/Impacts: There are numerous benefits for constructing this sewer line project to Fair Play . One benefit is to the existing businesses, Yoder's Building Supply and Diamond T Promotional Gear, as it would help reduce the cost for their wastewater disposal as being connected to the public sewer system would be more cost effective than continuing to operate their individual septic systems that require frequent maintenance. The availability of public sewer would also allow these businesses to expand their operations, something they cannot presently do because of the limitations of their septic systems.

A public sewer system would also provide the southern portion of Oconee County a much needed recruitment tool for attracting industrial and commercial development to the area. Due to soil conditions, these larger businesses will require public sewer in order to operate their facilities. This corridor along Interstate 85 has large parcels of land that would be ideal for industrial development, but the lack of sewer availability has prevented the recruitment of these industries. In fact, the project area has seen high economic interest. Constructing sewer would support future business and industry. These industries would bring many benefits to the area including career opportunities, financial support to the area through business and property taxes, increased property values, and investment in the local community and culture.

These benefits would have long-lasting impacts that would establish a solid foundation and allow the southern portion of Oconee County to enjoy prosperity for many years to come.

This project meets RIA's objectives of quality of life, economic impact and community sustainability. It also meets RIA's priority by expanding system capacity to help existing businesses create and retain jobs; and to accommodate reasonable growth.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 18, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX Grants / Fall 2017 Cycle / \$50,200

BACKGROUND OR HISTORY:

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

FINANCIAL IMPACT:

Beginning Local ATAX balance \$271,770
If all grants/projects approved/new balance will be: \$221,570

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

ATTACHMENTS

Spreadsheet approved by PRT Commission on 8/30/18.

STAFF RECOMMENDATION:

Approval of ATAX grant recommendations per the attached spreadsheet.

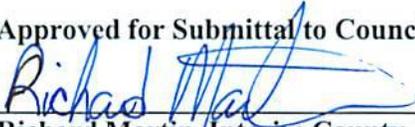
Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Richard Martin, Interim 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.

Aug-18

Local ATAX Grants

| Applicant | Funds Request | Project Description | Amount Eligible for ATAX | PRT Commission Recommendation |
|---------------------------------|----------------------|-----------------------------------------|---------------------------------|--------------------------------------|
| Discover Upcountry Carolina | \$10,000 | Marketing/Advertising | \$10,000.00 | \$5,000 |
| Upstate Heritage Quilt Trail | \$5,788 | Interpretive Signage/Advertising | \$3,762.00 | \$500 |
| Walhalla Performing Arts Center | \$16,683 | Sound and Light Production | \$8,342.00 | \$7,000 |
| Devil's Fork State Park | \$7,734 | Site Rehabilitation | \$7,734.00 | \$7,500 |
| Oconee Community Theatre | \$10,000 | Advertising | \$4,000.00 | \$1,000 |
| Oconee Heritage Center | \$1,089 | Re-branding banners | \$500.00 | \$500 |
| Walhalla Oktoberfest | \$7,000 | Advertising | \$7,000.00 | \$3,500 |
| City of Seneca Half Marathon | \$10,000 | Advertising | \$10,000.00 | \$5,000 |
| | \$68,294 | Total ATAX Grant Recommendations | \$51,338.00 | \$30,000 |

PRT Internal Projects

| | | | | |
|------------|-------------|--------------------------------------|------------|-----------------|
| Oconee PRT | \$2,910.00 | Waterfall brochure distribution | \$2,910.00 | \$2,910.00 |
| Oconee PRT | \$5,000.00 | Ag+Art Tour 2018 | \$5,000.00 | \$5,000.00 |
| Oconee PRT | \$4,500.00 | Palmetto Trail Ross Mountain Passage | \$4,500.00 | \$4,500.00 |
| Oconee PRT | \$1,500.00 | FLW Fishing Tournament | \$1,500.00 | \$1,500.00 |
| Oconee PRT | \$6,290.00 | Irong Ranger Envelopes | \$6,290.00 | \$6,290.00 |
| | \$20,200.00 | Total PRT Projects | \$20,200 | \$20,200 |
| | | Total Recommended | | \$50,200 |

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2018-11

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL TRANSFER AND OPERATION AGREEMENT BETWEEN OCONEE COUNTY AND THE OCONEE JOINT REGIONAL SEWER AUTHORITY IN RELATION TO THE SEWER SYSTEM EXTENDING BETWEEN THE GOLDEN CORNER COMMERCE PARK AND THE CONEROSS CREEK SEWER TREATMENT PLANT; 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 transfer property and execute contracts; and,

WHEREAS, the County is the owner of that certain sewer system, collectively referred to as the "Sewer South System," beginning at and including a pump station and associated sewer transmission lines, structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances, and any other appurtenances located within the Golden Corner Commerce Park (the "Park") and also including the entire dual sewer transmission trunk lines running from the Park along South Carolina State Highway 59, including structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances, and any other appurtenances, to a point of termination at the headworks of the Coneross Creek Sewer Treatment Plant; and,

WHEREAS, County desires to transfer its ownership interests in the Sewer South System to the Oconee Joint Regional Sewer Authority, subject to the covenants, terms, and conditions set forth in the Intergovernmental Transfer and Operation Agreement (the "Agreement") attached hereto as Exhibit "A"; and,

WHEREAS, the Oconee Joint Regional Sewer Authority desires to accept ownership of the Sewer South System and operate it according to the terms and conditions of the Agreement.

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

Section 1. Agreement Approved. The Intergovernmental Transfer and Operation Agreement is hereby approved, and the County Administrator and/or the County Council Chair is hereby authorized to execute and deliver the Agreement in substantially the same form as Exhibit "A," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such other documents and instruments which

may be necessary or incidental to the Agreement, excluding such documents which must be authorized by ordinance, 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 Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4. General Repeal. All 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. This Resolution shall take effect and be in force immediately upon enactment.

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

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

EXHIBIT A

See Attached

Oconee County Council

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

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

E-mail:
ksmith@oconeesc.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2018 on the first and the third Tuesday of each month with the following exceptions:

- April meetings will be held on the second and fourth Tuesday;
- July & August which will be **only** on the third Tuesday of each of the two months;
- September's Council meetings will be held on the second and third Tuesday of the month.
- The Auditor's millage presentation will be held on September 4th at 6:00 p.m.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat at 9 a.m. on Friday, March 2, 2018 in Council Chambers to establish short and long term goals.

Council will also 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 Committee at 5:30 p.m. on the following dates: April 10 [5pm prior to Council meeting], July 10 and October 9, 2018.

The Transportation Committee at 5:30 p.m. on the following dates: April 24 [5pm prior to Council meeting], July 10 and October 9, 2018.

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

The Budget, Finance & Administration Committee at 5:30 p.m. on the following dates: April 17, May 8, May 29, 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: February 27 [5:30 p.m.], June 5, September 4 and December 4, 2018.

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542 W.N. First St. Seneca, SC
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115K miles
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402 Oak Street • Seneca
Call 882-1467

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LEGAL NOTICES

LEGALS

NOTICE
VALLEY SERVICES, INC., located at 926 Shiloh Rd. Seneca, SC, will hold an auction on **MONDAY MARCH 12, 2018 AT 2PM** to auction off the following items:

2013 Black Solana Moped
L8YTCAPFIEY602517

2017 Grey Sports 50 Moped
LT4ZINAA3HZ000394

2017 Black Sports 50 Moped
LT4ZINAA3HZ000692

2013 Red VIP Moped
L9NTELDK2E1000701

2016 Black Solana Moped
LYDY3TB83G1500431

2013 Black/Grey VIP
Bahama Moped
L8YTCAPX4DM500174

THE OCONEE COUNTY COUNCIL will meet in 2018 on the first and the third Tuesday of each month with the following exceptions:

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July & August which will be only on the third Tuesday of each of the two months;

September's Council meetings will be held on the second and third Tuesday of the month;

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LEGAL NOTICES

LEGALS

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: OCONEE COUNTY COUNCIL MEETING SCHEDULE & EXCEPTIONS FOR 2018

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 02/21/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

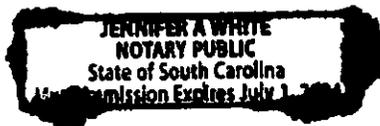


Hal Welch
General Manager

Subscribed and sworn to before me this
02/21/2018



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





September 18, 2018

Public Comment

SIGN IN SHEET

6:00 PM

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

PLEASE PRINT

| | FULL NAME | PURPOSE OF COMMENT |
|----|----------------------------------|---------------------------------------------|
| 1 | Jean Jennings | Transportation FREE |
| 2 | Mark Sandifer | Tether Law Animal Control! |
| 3 | PHILIP MATHEWS (HENA) | FAIR PLAY AND County SERVICE |
| 4 | Scott Parris | Walkalla - Westminster interconnect |
| 5 | Ann Bottin | ordinance for animal abuse care |
| 6 | Laurie Collins | animal ordinance → |
| 7 | Jenni Tonkin | animal ordinance |
| 8 | Sheeri Sheeri Butler | → all " " TIED OUT IN SUN |
| 9 | Trish Leeters | JACC Clemson Kennel Club protection/creator |
| 10 | Lois Delaney | Dog Ob. Classes / Tras Clemson Kennel Club |
| 11 | | Definition of Site / |
| 12 | Lynn Fayard → | Vice |
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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.