



# **AMENDED AGENDA**

## **OCONEE COUNTY COUNCIL MEETING**

### **October 16, 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**

- October 2, 2018 Regular Minutes
- October 8, 2018 Special Minutes

#### **Administrator Report & Agenda Summary**

#### **Public Hearings for the Following Ordinances**

**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.”

#### **Third Reading of the Following Ordinances**

**Ordinance 2018-31** *[see caption above]*

#### **Second Reading of the Following Ordinances**

#### **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 2018-32** “AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY

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.

A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS “PROJECT PRINT” OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SECTION 4-1-170 *ET SEQ.* OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAX; AND MATTERS RELATED THERETO.”

**Ordinance 2018-33** “AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF A PROJECT ECHO (“COMPANY”) PURSUANT TO AN AMENDED AND RESTATED FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND THE COMPANY; AUTHORIZING THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; AND OTHER MATTERS RELATING TO THE FOREGOING.”

## First & Final Reading for the Following Resolutions

### Discussion Regarding Action Items

**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.]*

### Council Committee Reports

Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....*[10/09/2018]*  
Transportation / Mr. Hart.....*[10/09/2018]*

**Approval of the acceptance of Lakestone Ct [P-4229] into the County road system contingent on receiving full deeded right-of-way, a three year maintenance bond, and payment for road inspection fees per unanimous recommendation by the Transportation Committee on October 9, 2018.**

### 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] To receive legal advice and discuss a contractual matter regarding the Sewer South Transfer and Operation Agreement with the Oconee Joint Regional Sewer Authority.*

*[2] To discuss employment matter, and receive legal advice as necessary, related to hiring of County Administrator.*

*[3] Discussion regarding an Economic Development matter, Project Aztec.*

## 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

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.

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.

Oconee County, South Carolina



**Ordinance 2018-31**  
contains an Attachment B  
that highlights the changes  
being proposed

**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: October 2, 2018  
Third Reading: October 16, 2018  
Public Hearing: October 16, 2018

## 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.

# OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



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

## RE: 38-11.2 OF THE OCONEE COUNTY CODE OF ORDINANCES IN SPECIFIC REGARD TO THE FAIRPLAY VILLAGE DISTRICT AND THE FAIRPLAY VILLAGE CENTER SUB-DISTRICT

October 1st, 2018

Council members,

The Planning Commission agrees with the amendments that Council has sent to the Planning Commission in regards to how non-residential and non-agricultural projects are regulated within the Fairplay Village and Fairplay Village Center sub-districts. The Planning Commission believes these amendments will permit the intent of the regulations without being overly cumbersome to potential developers of certain projects.

Regards,

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

Frankie Pearson, Chairman

Oconee County, South Carolina



**Ordinance 2018-30**  
contains an Attachment B  
that highlights the changes  
being proposed

**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.

*As Referred to the Law Enforcement, Public Safety, Health & Welfare Committee from Council*

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 [referred to the Law Enforcement, Public Safety,  
Health & Welfare Committee meeting for discussion]  
  October 16, 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 1/8<sup>th</sup> 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 1/8<sup>th</sup> 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 2018-32**

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS "PROJECT PRINT" OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SECTION 4-1-170 *ET SEQ.* OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAX; AND MATTERS RELATED THERETO.

WHEREAS, Pickens County ("Pickens County") and Oconee County ("Oconee County") each a "County" and together the "Counties," are authorized under Article VIII, Section 13 of the South Carolina Constitution and Chapter 1 of Title 4, Code of Laws of South Carolina 1976, as amended (collectively, the "Act") to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, a company known to the Counties at this time as Project Print (the "Company") has informed Pickens County that it intends to establish an economic development project (the "Project") within Pickens County and the City of Easley, South Carolina (the "City"), and has requested that Pickens County provide certain incentives to the Company by Pickens County that require the placement of the Project in a joint county industrial and/or business park (the "Park") pursuant to Section 4-1-170 of the Act by and through a joint industrial and business park agreement with respect to the Park with Oconee County (the "Park Agreement"); and

WHEREAS, Pickens County has asked that Oconee County, by and through the Oconee County Council, enter into the Park Agreement and to cause the Project property described on Exhibit A attached hereto to be included in the Park; and

WHEREAS, in accordance with Section 4-1-170 of the Act, the City shall, prior to the execution and delivery of the Park Agreement, provide its consent to the creation of the Park within its municipal limits.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION I. Pursuant to the Act, Oconee County is hereby authorized to execute and deliver the Park Agreement. The form, terms and provisions of the Park Agreement presented at

this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Park Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are authorized, empowered and directed to execute, acknowledge and deliver the Park Agreement to Pickens County in the name and on behalf of Oconee County. The Park Agreement is to be in substantially the form now before the meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before the meeting; and as shall not be materially adverse to Oconee County.

**SECTION II.** The premises of the Park is to be located initially within the boundaries of Pickens County; however, premises may be added within Oconee County in accordance with the Park Agreement and the provisions of the Act.

**SECTION III.** To the extent permitted under South Carolina law, the maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

**SECTION IV.** Any business enterprise locating in the Park shall pay a fee-in-lieu of *ad valorem* taxes as provided for in the Park Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the Oconee County Tax Collector, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes for Park properties located within Oconee County.

**SECTION V.** The user fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer for the County in which the Park property is located. That portion of the fees from the Park properties located in Oconee County allocated pursuant to the Park Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution to the Pickens County Taxing Entities in accordance with the Park Agreement.

**SECTION VI.** The administration, development, promotion, and operation of the various portions of the Park shall be the responsibility of the respective County in which each such portion of the Park is located. Provided, that to the extent any Park property is owned by a private developer, the developer may be responsible for development expenses set forth in the Park Agreement.

**SECTION VII.** In order to avoid any conflict of laws for ordinances between the Counties, the regulations or laws applicable to the various portions of the Park shall be those of the County in which such portion of the Park is located. Nothing herein shall be taken to supersede any state or federal law for regulation.

**SECTION VIII.** The Oconee County Sheriff's Department will have jurisdiction to make arrests and exercise all authority and power within the portions of the Park located within Oconee County. Fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the various portions of the Park are located.

**SECTION IX.** Should any section of this Ordinance be, for any reason, held void or invalid by any court or regulatory body of competent jurisdiction, it shall not affect the validity of any other section hereof which is not itself void or invalid.

**SECTION X.** The Park Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council.

**SECTION XI.** This Ordinance shall be effective after third and final reading.

[Remainder of Page Left Blank]

Ordained this 4th day of December, 2018.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Edda Cammick, Chairwoman to the County  
Council of Oconee County

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Katie Smith, Clerk to the County Council of  
Oconee County

First Reading:       October 16, 2018  
Second Reading:     November 20, 2018  
Third Reading:       December 4, 2018  
Public Hearing:       \_\_\_\_\_, 2018

**EXHIBIT A**

**Description of Park Property**



in Section 4-1-170 and sets forth the entire agreement between the Counties and is intended to be binding on the Counties, their successors and assigns.

2. Location of the Park.

(a) As of the original execution and delivery of this Agreement, the Park initially consists of property located in Pickens County, as more particularly described on Exhibit A (Pickens) attached hereto (the "**Property**"), which is now or will be owned and/or operated by a company known to the Counties at this time as Project Print (the "**Project**"). It is specifically recognized and agreed that the Park may from time to time consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by resolutions of the county councils of the Counties provided that in so enlarging or diminishing such boundaries, the Park shall consist of the Property as so enlarged or diminished.

(b) In the event that the Counties determine by duly adopted resolutions of their respective county councils to enlarge or diminish the boundaries of the Park, this Agreement shall be deemed to have been amended as of the date and time at which such resolutions are adopted, and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the resolutions of the Oconee County Council and the Pickens County Council pursuant to which such enlargement or diminution was authorized.

3. Fee in Lieu of Taxes. In accordance with Section 13 of Article VIII of the South Carolina Constitution, any and all real and personal property located in the Park whether or not titled in the name of either County shall be exempt from *ad valorem* taxation; provided, however, the owners or lessees of any property situated in the Park shall hereby be required to pay an amount equal to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable if the property were not located within the Park, such in-lieu-of payments to be due and payable at the same time as *ad valorem* taxes are due.

4. Allocation of Expenses. Pickens County and Oconee County shall bear expenses incurred in connection with the Park, including, but not limited to, expenses relating to the planning, site preparation, development, construction, infrastructure, operation, maintenance, advertising and promotion of the Park, or the recruitment of industries, in the following proportions:

If the property is located in the portion of the Park within Pickens County:

- A. Pickens County - 100%
- B. Oconee County - 0%

If the property is located in the portion of the Park within Oconee County:

- A. Pickens County - 0%
- B. Oconee County - 100%

5. Allocation of Revenues. Pickens County and Oconee County shall receive an allocation of all revenues generated by the Park property through payment of fees-in-lieu of *ad valorem* property taxes or from any other source directly related to the Park in the following proportions:

If the property is located in the portion of the Park within Pickens County:

- A. Pickens County - 99%
- B. Oconee County - 1%

If the property is located in the portion of the Park within Oconee County:

- A. Pickens County - 1%
- B. Oconee County - 99%

With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution. With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution.

6. Issuance of Bonds. The Counties may issue joint development bonds to fund and/or defray the expenses incurred in the development of the Park and shall have the power to enter jointly into leases and other contracts which are necessary or desirable for the development of the Park.

7. Allocation of Revenue Within Each County.

(a) Any and all revenues derived from the Park other than in respect of payment in-lieu-of *ad valorem* property taxes shall be distributed directly to Pickens County and Oconee County according to the proportions established in Paragraph 5, respectively, and shall and may be expended in any manner deemed appropriate by the County Council of each such County.

(b) Any and all revenues generated by the Park with respect to payments in-lieu-of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 5, respectively. The manner in which all such revenue allocable to a County shall be distributed within that County to the entities which levy taxes or have taxes levied on their behalf with respect to the area in which such portion of the Park in such County is located (herein respectively referred to as the "*Pickens County Taxing Entities*" and the "*Oconee County Taxing Entities*") shall be in accordance with the one or more ordinances enacted or to be enacted by the County Council of each of the Counties (including the respective ordinances of the Counties which authorized the execution and delivery of this

Agreement). Either County may, in its discretion, change the distribution of such revenue among the taxing entities within such County without seeking the consent of the other County.

8. Fees in Lieu of Ad Valorem Taxes and Special Source Revenue Credits. It is hereby agreed that the entry by Pickens County or Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code of Laws, or any successor or comparable statutes ("*Negotiated FILOT Agreements*"), or special source revenue credit agreements pursuant to Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws and Article VIII, Section 13 of the South Carolina Constitution, or any successor or comparable statutes or constitutional provisions ("*SSRC Agreements*"), with respect to Park properties located in the portion of the Park within either of the Counties, and the terms of such Negotiated FILOT Agreements and SSRC Agreements, shall be at the sole discretion of the County in which the Park property is located.

9. Consent of the City of Easley. In accordance with Section 4-1-170 of the Code of Laws, the City has given its consent to the creation of the Park within its municipal limits

10. Assessed Valuation. In accordance with Section 4-1-170 of the Code of Laws, for the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of tax paying ability of each County pursuant to Section 59-20-20(3) Code of Laws, allocation of the assessed value of all property located within the Park to each County and to each of the Pickens County Taxing Entities and Oconee County Taxing Entities, respectively, within each County shall be identical to the allocation of revenue distributed to each County in accordance with Paragraphs 5 and 7 above.

11. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Pickens County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Pickens County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Oconee County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Oconee County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

12. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Pickens County is vested with the Sheriff's Department of Pickens County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Oconee County is vested with the Sheriff's Department of Oconee County. If any of the Park properties located in either Pickens County or Oconee County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

13. Governing Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law.

14. Severability. In the event and to the extent (and only to the extent) that any, or any part of, provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement, all of which are hereby deemed severable.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts.

16. Term; Termination. This Agreement shall extend for a term through December 31, 2029, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding, contractual commitments, covenants or agreements to any owner or lessee of Park property, including, but not limited to, the Project, as any agreement containing such commitments or covenants may be amended, modified or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the county in which such property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective as of the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the day and year first above written.

**PICKENS COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Roy Costner, Chairman, County Council of  
Pickens County

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Meagan Bradford, Clerk to County Council  
of Pickens County

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Edda Cammick, Chairwoman, County  
Council of Oconee County

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Katie Smith, Clerk to County Council  
Of Oconee County

**EXHIBIT A (PICKENS)**

**Pickens County Park Properties**

**Real property described as having tax parcel number**

**EXHIBIT B (OCONEE)**

**Oconee County Park Properties**

**None**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2018-33**

**AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF A [PROJECT ECHO] (“COMPANY”) PURSUANT TO AN AMENDED AND RESTATED FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND THE COMPANY; AUTHORIZING THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; AND OTHER MATTERS RELATING TO THE FOREGOING.**

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (“Code”), including, without limitation, Titles 4 and 12, including, particularly, Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code (“Special Source Act”) and Chapter 44 of Title 12 of the Code (collectively, “Act”), and the case law of the Courts of the State of South Carolina (“State”), to offer and provide certain privileges, benefits, and incentives to prospective industry as inducements for economic development within the County; to provide special source revenue credits against fee-in-lieu of tax payments (“Special Source Credits”) to reimburse investors for expenditures in connection with certain infrastructure and other qualifying property related to a project, and to enter into agreements with qualifying industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally;

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (“MCIP Act”), to enter into agreements with one or more counties for the creation and operation of one or more joint-county industrial and business parks and to include within the boundaries of such parks the property of eligible companies;

WHEREAS, pursuant to the MCIP Act, the County formed a multi-county industrial park with Pickens County, South Carolina (“Park”) governed by that certain Agreement for Development for Joint County Industrial/Business park (Oconee-Pickens Industrial Park – Project Mackinaw) (“Park Agreement”);

WHEREAS, on April 5, 2016 the County adopted Oconee County Ordinance No. 2015-34, which authorized the County to enter into a fee-in-lieu of taxes agreement with [Project Echo], a South Carolina limited liability company, along with any other authorized Sponsors and Sponsor Affiliates of the Company (collectively, “Company”), and the Company did, in fact, enter into such a fee in lieu of taxes agreement which provided a fee-in-lieu of tax incentive for the Company in exchange for the Company establishing a manufacturing facility in the County (“Facility”), investing in real and personal property in the County, and creating jobs at the Facility;

WHEREAS, the Company is now considering expanding the Facility (together with the Facility, “Project”), which will result in an additional investment of approximately Five Million Seven Hundred Thirty Thousand Dollars (\$5,730,000) in the County, all within the meaning of the FILOT Act, and the creation of an expected twenty-two (22) additional, full-time jobs during the period beginning with the first day that real

or personal property comprising the Project is purchased or acquired and ending eight (8) years after the last day of the Company's first property tax year during which the Project is placed in service, unless otherwise extended pursuant to the Fee Agreement ("Investment Period");

WHEREAS, the County has determined, after due investigation, that the Project would be aided by the availability of the assistance which the County might render through (1) entering into an amended and restated fee-in-lieu of *ad valorem* taxes agreement ("Fee Agreement") with the Company, under and pursuant to the FILOT Act; (2) the provision of Special Source Revenue Credits; and (3) the commitment by the County to certain other incentives specified in the Fee Agreement;

WHEREAS, based on the representations of the Company, the County has determined that the foregoing inducements to the Company along with other economic development incentives to be given to the Company by the State will, to a great degree of certainty, result in the acquisition and construction of the Project in the County and has determined to approve such incentives; and

WHEREAS, in furtherance thereof, the County, by Resolution No. R2015-16 adopted by the County Council of the County ("County Council") on November 3, 2015, and Resolution No. 2018-14 adopted by County Council on September 11, 2018, formally identified the Project as a "project," as provided in the FILOT Act.

NOW, THEREFORE, BE IT ORDAINED by County Council, in meeting duly assembled, as follows:

Section 1. The foregoing recitals are all hereby adopted as findings of fact, for purposes of this Ordinance.

Section 2. As contemplated by the FILOT Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" as said term is referred to and defined in the FILOT Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

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

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) The Fee Agreement will require the Company to make fee-in-lieu of tax payments in accordance with the provisions of the FILOT Act; and

Section 3. The form, terms, and provisions of the Fee Agreement, presented to this meeting as Exhibit A to this Ordinance and filed with the Clerk to County Council, are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement

were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of legal counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 5. As reimbursement to the Company for infrastructure expenditures at the Project, the County will provide to the Company Special Source Credits under the Special Source Act as set forth in the Fee Agreement.

Section 6. The County Council hereby authorizes the inclusion of the Project in the Park, to the extent the Project is not already included.

Section 7. Notwithstanding any other provisions, the County is executing the Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the FILOT Act, among other things. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 8. The Chairman of County Council and the Clerk to County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 9. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 10. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**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:       October 16, 2018  
Second Reading:     \_\_\_\_\_  
Third Reading:       \_\_\_\_\_  
Public Hearing:       \_\_\_\_\_

Approved as to form:

David Root, County Attorney

**EXHIBIT A**  
**FORM OF AMENDED AND RESTATED FEE AGREEMENT**  
**[ATTACHED]**

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**AMENDED AND RESTATED  
FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

**BETWEEN**

**[PROJECT ECHO]**

**AND**

**OCONEE COUNTY, SOUTH CAROLINA**

**DATED AS OF JANUARY 1, 2018**

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[TO BE UPDATED]

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Exhibit A – Description of Property  
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DRAFT

**AMENDED AND RESTATED  
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT**

THIS AMENDED AND RESTATED FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“Fee Agreement”) dated as of January 1, 2018 (“Effective Date”), amends and restates that certain Fee-in-lieu of *Ad Valorem* Taxes Agreement, entered into, effective, as of December 31, 2016 (“Original Agreement”), between Oconee County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting through the Oconee County Council (“County Council”) as the governing body of the County, and [Project Echo], a South Carolina limited liability company, and, to the extent allowed by law and this Fee Agreement, its affiliates and assigns, Sponsors and Sponsor Affiliates, previously identified as Project Echo (collectively, “Company” and with County, “Parties,” each, a “Party”).

WITNESSETH:

(a) The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to enter into a fee agreement with qualifying industries to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

(b) Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (a) to develop multi-county industrial parks in partnership with counties having contiguous borders with the County, (b) to include within the boundaries of such parks the property of eligible companies; and (c) to grant credits in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (I) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (II) improved or unimproved real estate and personal property used in the operation of a manufacturing enterprise located within such multi county industrial park in order to enhance the economic development of the County;

(c) On April 5, 2016, the County adopted Ordinance No. 2015-34 authorizing the County to enter into the Original Agreement with the Company to provide for a fee-in-lieu of tax incentive for the Company in exchange for the Company locating a manufacturing facility in the County on a site as more fully described on the attached Exhibit A (“Facility”) which would result in the investment of approximately \$10,000,000 (“Original Investment”) the creation of approximately 70 new, full-time jobs at the Project (“Original Jobs Requirement”);

(d) The Company now intends to expand the Facility (together with the Facility, the “Project”), make an additional investment of approximately \$5,730,000 (“Additional Investment Requirement”) at the Project, and create approximately 22, additional full-time jobs at the Project (“Additional Jobs Requirement”);

(e) Pursuant to the Act and based on representations made by the Company to the County, the County, by Ordinance No. 2015-34, adopted on April 5, 2016, and by Ordinance No. [], adopted on [], 2018 (collectively, “Fee Ordinance”) determined that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

(f) During the Investment Period (defined below), the Company shall make the Original Investment and the Additional Investment, for an aggregate investment of approximately \$15,730,000 (collectively, "Investment") and meet the Original Jobs Requirement and the Additional Jobs Requirement, for an aggregate job creation of approximately 92 new, full-time jobs (collectively, "Job Requirement") at the Project;

(g) Pursuant to resolutions adopted on November 3, 2015 and September 11, 2018 (collectively, "Identifying Resolution"), the County formally identified the Project, as a "project" as provided in the Act; and

(h) Pursuant to the Fee Ordinance, the Act and the MCIP Act, the County Council authorized (a) the execution and delivery of this Fee Agreement with the Company, (b) the inclusion of the Project in a multi-county industrial-business park jointly developed with Pickens County, South Carolina; (c) the conveyance of certain real property and real property rights from the County to the Company; and certain other incentives described in the Fee Ordinance; (d) the provision of certain special source revenue credits to be applied to the Company's fee-in-lieu of tax Payments ("Special Source Revenue Credits").

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, Parties agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

## **ARTICLE I DEFINITIONS**

**Section 1.1. Terms.** The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Chairman" means the Chairman of the County Council of Oconee County, South Carolina.

"Clerk to County Council" means the Clerk to County Council of Oconee County, South Carolina.

"Code" means the South Carolina Code of Laws, 1976, as amended.

"Commencement Date" means the last day of the property tax year during which Economic Development Property (defined below) is first placed in service, not to be later than the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

"County" means Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting through the Oconee County Council as the governing body of the County.

"County Council" means the Oconee County Council, the governing body of the County.

"Diminution of Value," in respect of any Phase of the Project, means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 3.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.6 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with their annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of Section 12-44-160.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period, as that period may be extended, as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.12 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT Payment” means each payment in lieu of taxes which the Company is obligated to pay to the County for the Project.

“Improvement” means each improvement, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period, as that period may be extended.

“Investment Period” means the period commencing on the first day Economic Development property is purchased or acquired, which must be no later than the Commencement Date, and ending on the last day of the 8<sup>th</sup> property tax year following the later of the property tax year in which Economic Development property is first placed in service or the property tax year in which this Fee Agreement is executed (such ending date is anticipated to be December 31, 2024); provided that, in the event the Company invests \$5,000,000 in additional investment by the end of the 8<sup>th</sup> property tax year, the Investment Period shall be automatically extended for an additional 2 years, a total of 10 years, without additional action by County Council.

“Phase,” in respect to the Project, means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” means, with respect to each Phase of the Project, the day 30 years after each such Phase of the Project becomes subject to the terms of this Fee Agreement, unless the Phase Termination Date is extended in accordance with this Fee Agreement or as otherwise agreed to, in writing, between the County (if so authorized by the County Council then in office) and the Company in accordance with the Act.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Real Property” means real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or

hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Component” means the following types of components or Phases of the Project or portions thereof, all of which the Company, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.5 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor” shall have the meaning given in the Act.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company in respect of the Project, whose Investment with respect to the Project which meets the requirements of the Act and this Agreement to qualify as Economic Development Property for this Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(20) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the Company:

(a) the County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) the Project constitutes a “project” within the meaning of the Act.

(c) by due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

**Section 2.2. *Representations of the Company.*** The Company hereby represents and warrants to the County:

(a) the Company is or will be qualified to do business in the State of South Carolina and has power to enter into this Fee Agreement.

(b) the Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any the Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) the Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof.

(d) in accordance with the Act, the Company, as sponsor, along with any authorized Sponsor or Sponsor Affiliate, intends to make the investment and meet the job creation expectation, each as stated in the preamble of this Fee Agreement, by the end of the Investment Period.

**Section 2.3. Representations of the Sponsor Affiliate.** The Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is organized as set forth in the Joinder Agreement, is authorized or will be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Sponsor Affiliate's execution and delivery of the Joinder Agreement, and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Sponsor Affiliate restriction or any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The Sponsor Affiliate intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT, along with other incentives provided by the County, have induced the Sponsor Affiliate to undertake the Project in the County.

### **ARTICLE III FILOT PAYMENTS**

**Section 3.1. Negotiated FILOT Payments.** Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes on all Economic Development Property comprising the Project and placed in service during the Investment Period. The amount of such annual FILOT Payments shall be determined by the following procedure:

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State

law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Multiply the fair market value by an assessment ratio of 6% to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 29 years thereafter, or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County Council then in office.
- Step 3: Multiply the taxable value for each year by the fixed millage rate, at the Project site, for all taxing entities, on June 30, 2015, which the parties believe to be 215.0 mills, to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County Council then in office.
- Step 4: Apply a Special Source Revenue Credit in an amount equal to 25% of the FILOT Payments calculated in Step 3 above, to be applied against the FILOT Payments made by the Company to the County and reflected by the County on each bill sent by the County to the Company for a period of ten (10) consecutive tax years, beginning with the tax year in which the Company elects to begin the Special Source Revenue Credit, which shall be no later than the third calendar year after the Effective Date, provided, however, the credit provided for in this Step 4, only applies to any Economic Development Property the Company invests in an amount greater than the Original Investment (i.e., the Additional Investment Requirement).

The Parties intend and hereby agree to treat the aggregate minimum investment required under the Act for purposes of this Agreement and the FILOT authorized hereby and by the Act, to be \$5,000,000, rather than \$2,500,000 (“Act Minimum Investment Requirement”), and treat the relationship of the parties under the Act and this Agreement as if the Act required a \$5,000,000 minimum investment in the Project to qualify for application of the Act to the Project. The Parties do *not* intend the \$5,000,000 minimum investment threshold to apply with respect to the Company’s right to involve Sponsors or Sponsor Affiliates in meeting the minimum investment threshold: that is, if the total minimum investment in the Project is at least \$5,000,000 (without regard to depreciation or reappraisal), then the distribution of the investment among the Company and any other Sponsor or Sponsor Affiliate is controlled by the language of the Act, notwithstanding the first sentence of this paragraph.

If it is determined by a final order of a court of competent jurisdiction or by agreement of Parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, then the payment shall be reset at the minimum permitted level so determined (if so authorized by the County Council then in office).

If the Act or the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, by the final order of a court of competent jurisdiction, Parties express their intention that such payments and the Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company the benefits to be derived hereunder, but at no greater direct cost to the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall be equal to the amount which would result from taxes levied on the Project by the County, municipality or

municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property as defined under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

If legislation reducing the minimum assessment ratio or millage rate shall be enacted by the State, the County agrees to give good faith consideration to amending any inducement agreement, resolution, ordinance, fee-in-lieu of tax agreement or lease agreement, including this Fee Agreement, in this matter, all as the case may be, to afford the Company the lowest assessment ratio and millage rate permitted by law. Moreover, if taxes on real or personal property shall be abolished in the County or the State, the Company may terminate the Fee Agreement with no penalty to the Company. In any such event, however, any amounts already due and owing under this Fee Agreement will still be due and owing.

Further, if the Company invests a \$15,000,000 minimum investment in the Project within the first eight years of the Investment Period, the Investment Period shall be automatically extended for an additional two years (“Extended Investment Period”). Additionally, upon written approval of the County Council then in office, in its sole discretion, the terms of the FILOT Payments and this Fee Agreement may be extended by an additional 10 years, to a total of 40 years, in accordance with the Act, all wherever such Investment Period, and term of this Fee Agreement and the FILOT Payments, respectively, appear in this Fee Agreement.

**Section 3.2. FILOT Payments on Replacement Property.** If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to 30 (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 3.3. Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Phase of the Project, and subject to the terms of Section 3.5, hereof, the FILOT Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

**Section 3.4. Place and Allocation of FILOT Payments.** The Company shall make the above-described FILOT Payments directly to the County in accordance with the Act.

**Section 3.5. Removal of Equipment.** Subject, always and in every event, notwithstanding any other provision of this Fee Agreement, to the requirement to maintain the Act Minimum Investment (without regard to depreciation or reappraisal) as described in Section 3.1 in service in the Project at all times, once that level has been achieved, in order to keep this Agreement in effect, the Company shall be entitled to remove, in its sole discretion, components of or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement.

**Section 3.6. Damage or Destruction of Project.**

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject, always, to the provisions of Section 3.5, hereof. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 3.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, to the extent allowed by law and this Fee Agreement, including, without limitation, Section 3.5, hereof.

**Section 3.7. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 3.5, hereof; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 3.8. Maintenance of Existence.** The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing provisions, the Company may at any time engage on an as-needed basis in any corporate restructuring or merger

activities, the result of which may be the transfer or assignment of the benefits granted hereunder to a new entity, so long as the Company is the surviving entity in such restructuring or merger, and the resulting entity has a net worth at least as great as the Company at the time of such restructuring or merger.

**Section 3.9. Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing and design equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including, but not limited to, disclosures of financial or other information concerning the Company’s operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such clearly identified and marked confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any such clearly identified and marked confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 3.10. Assignment and Subletting.** This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. The County must consent to such transfers in order for this Agreement to remain in effect, and to the extent any further consent is requested, such consent will not unreasonably be withheld, and the County may grant such consent by adoption of a resolution.

**Section 3.11. Leased Equipment.** To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company from at least one third party, under any form of lease, and if the County Council then in office so consents in writing or by formal action, then that personal property, at the Company’s sole election, will be subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement. In such event, this Fee Agreement shall be interpreted or modified as appropriate to give proper application to this Fee Agreement to the additional personal property without any amendment to this Fee Agreement; therefore, no action by County Council beyond the written consent or formal action would be required. The County Administrator, after consulting with the County Attorney, is authorized to make modifications, if any, as may be appropriate to give effect to this Section.

**Section 3.12. Events of Default.** The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company or County, respectively, to perform any of the other material terms, conditions, obligations or covenants of the Company or County, respectively, hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or vice versa, as appropriate, specifying such failure and requesting that it be remedied, unless the complaining party shall agree in writing to an extension of such time prior to its expiration.

(c) If the Company ceases operations which means closure of its facility in the County or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months.

**Section 3.13. Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County or Company, after having given written notice to the other party of such default and after the expiration of a 30-day cure period, shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the other party under this Fee Agreement.

**Section 3.14. Remedies Not Exclusive.** No remedy conferred upon or reserved to the County or Company under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County or Company to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the other party is not competent to waive.

**Section 3.15. Future Filings.** As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that and so long as the terms and conditions of this Section are met. Whenever the Company shall be required by any governmental or financial entity to file or produce any reports, notices, returns, or other documents while this Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney, the Clerk to County Council, and the County Auditor the completed form of such required documents together with a certification by the Company or owner of the Project that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys' fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

**Section 3.16. Fiscal Year; Property Tax Year.** If the Company's fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

**Section 3.17. Indemnification.** (a) The Company shall and agrees to indemnify, defend and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or Company arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement(s) (regardless of when said claim(s) is asserted), and, the Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Fee Agreement (regardless of when said claim(s) is asserted) from: (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, (v) any environmental violation, condition, or effect of, upon or caused by the Project, (vi) the County’s execution of this Fee Agreement, (vii) performance of the County’s obligations under this Agreement (viii) the administration of its duties pursuant to this Agreement, or (ix) otherwise by virtue of the County having entered into this Fee Agreement, other than for those claims occasioned by the Indemnified Parties’ own willful misconduct or gross negligence or that of any employee or representative of the Indemnified Parties. The Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of the Fee Agreement, or the undertakings required of the County hereunder, by reason of the execution of the Fee Agreement, by reason of the performance of any act requested of it by the Company, or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, other than for those claims occasioned by the Indemnified Parties’ own willful misconduct or gross negligence or that of any employee or representative of the Indemnified Parties, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel reasonably acceptable to the County.

(c) These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

**Section 3.18. Clawback.** If the Additional Investment Requirement or the Additional Jobs Requirement are not satisfied between the Effective Date and the end of the Investment Period, each of the following subsections (a) – (c) shall apply:

(a) So long as the Company satisfies the Act Minimum Investment Requirement by the end of the Investment Period, the Company continues to be eligible for the Negotiated FILOT described in Section 3.1.

(b) The Company shall reimburse the County for a portion of the Special Source Revenue Credits received for each tax year in which the Company is entitled to receive Special Source Revenue Credits under Section 3.1 hereof, in an amount calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Additional Investment Requirement}$$

$$\text{Jobs Achievement Percentage} = \text{Actual Jobs Created} / \text{Additional Jobs Requirement}$$

Notwithstanding the provisions of Section 317(a), if the Investment Achievement Percentage or Jobs Achievement Percentage is 90% or greater, such percentage shall be deemed to be at least 100%.

*For example, and by way of example only, if the County granted \$100,000 in Special Source Revenue Credits, and \$6,303,000 had been invested at the Project and 11 jobs had been created between the Effective Date the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 11 \text{ jobs} / 22 \text{ jobs} = 50\%$$

$$\text{Investment Achievement Percentage} = \$6,303,000 / \$5,730,000 = 110\%$$

$$\text{Overall Achievement Percentage} = (50\% + 110\%) / 2 = 80\%$$

$$\text{Claw Back Percentage} = 100\% - 80\% = 20\%$$

$$\text{Repayment Amount} = \$100,000 \times 20\% = \$20,000$$

(c) The Company shall pay any amounts described in or calculated pursuant to this Section 3.18 within 30 days of receipt of a written statement from the County. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this 3.17 survives termination of this Fee Agreement.

#### **ARTICLE IV MISCELLANEOUS**

**Section 4.1. Notices.** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:           Oconee County, South Carolina

County Administrator  
415 S. Pine Street  
Walhalla, South Carolina C 29691  
Telephone: 864.638.4245  
Facsimile: 864.638.4246  
E-mail: [smoulder@oconeesc.com](mailto:smoulder@oconeesc.com)

WITH A COPY TO:  
(does not constitute notice)

Oconee County Attorney  
David A. Root, Esquire  
415 South Pine Street  
Walhalla, South Carolina 29691  
Telephone: 864.364.5332  
Facsimile: 864.638.4246  
[droot@oconeesc.com](mailto:droot@oconeesc.com)

AS TO THE COMPANY:

Project Echo  
ATTN: Julie Schulte  
2775 Commerce Drive  
Rochester Hills, Michigan 48309  
Telephone: 248.852.6600

WITH A COPY TO:  
(does not constitute notice)

Michael E. Kozlarek, Esquire  
Kozlarek Law LLC  
Post Office Box 565  
Greenville, South Carolina 29602  
Telephone: 864.729.1931  
Email: [michael@kozlareklaw.com](mailto:michael@kozlareklaw.com)

**Section 4.2. Binding Effect.** This Fee Agreement shall be binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 4.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 4.4. Governing Law.** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

**Section 4.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 4.6. Amendments.** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between Parties.

**Section 4.7. Further Assurance.** From time to time the County agrees to execute and deliver to the Company, at the sole expense of the Company, such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 4.8. Severability.** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

**Section 4.9. Limited Obligation.** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 4.10. Force Majeure.** The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause beyond the Company's reasonable control.

**Section 4.11. County Expenses.** The Company shall reimburse the County for reasonable and necessary expenses, including, reasonable and necessary attorneys' fees, related to review and negotiation of the Transaction Documents, excluding those documents and review related to the Real Property Transactions, in an amount not to exceed \$5,000, absent extraordinary circumstances; provided, that the Company is not required to reimburse the County for any: (1) expenses incurred by the County in the ordinary course of its operation, including with respect to tax- and fee-payers; or (2) expenses incurred by the County in defending suits brought by the Company based on a default by the County under the Fee Agreement or related transaction documents. The Company shall reimburse the County no more than 30 days after receiving an invoice from the County, or its agents, in which the amount and the general nature of the expense is provided. The County's legal expenses related to the Real Property Transactions are not anticipated to exceed \$3,500.

**Section 4.12. Execution Disclaimer.** Notwithstanding any other provision, the County is executing as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

**Section 4.13. Transfer of Real Property.** As part of the County's offer of incentives to induce the Company to locate in the County, the County effected the transfer of the real property described on Exhibit A to the Company. The transfer of the property described on Exhibit A was, or is, further governed by additional documents, including Agreements for the Sale of Real Estate, a Limited Warranty Deed, and a Title to Real Estate.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the County Council Chairman and to be attested by the Clerk to County Council, effective as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman of County Council  
Oconee County, South Carolina

(SEAL)  
ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer, has caused this Fee Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

[PROJECT ECHO]

By: \_\_\_\_\_  
Name:  
Title:

DRAFT

**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

All that certain piece, parcel or lot of land, lying and being in the Oconee County, State of South Carolina, being 39.70 acres, more or less, and being more fully shown on a survey prepared by Lavender Smith & Associates, Inc. dated July 3, 2015, and having the following metes and bounds as shown thereon, a copy of which is attached to this Exhibit A.

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Amended and Restated Fee-in-lieu of Tax Agreement, effective [], 2018 (“Fee Agreement”), between Oconee County, South Carolina (“County”) and [Project Echo]. (“Company”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_]hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and that designation has been consented to by the County according to the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned has all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**4. Notice.**

Notices under Section 4.1 of the Fee Agreement shall be sent to:

[ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_ Date

\_\_\_\_\_ Name of Entity

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**OCONEE COUNTY, SOUTH CAROLINA**

\_\_\_\_\_ By:

Its:

**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 CONERROSS 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 Conerross 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*

**Katie Smith**

---

**From:** Katie Smith  
**Sent:** Monday, October 01, 2018 11:10 AM  
**To:** 'classadmgr@upstatetoday.com'  
**Subject:** RE: Classified Ad# 25833 Confirmation

Looks good; thanks!

*Katie D. Smith*  
Clerk to Council  
415 S. Pine Street  
Walhalla, SC 29691  
864-718-1023  
864-718-1024 [fax]

---

**From:** [classadmgr@upstatetoday.com](mailto:classadmgr@upstatetoday.com) [<mailto:classadmgr@upstatetoday.com>]  
**Sent:** Monday, October 01, 2018 11:08 AM  
**To:** Katie Smith  
**Subject:** Classified Ad# 25833 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal.  
Thank you, Kelsie Beebe

# Oconee Publishing

## dba THE JOURNAL

### Classified Advertisi

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OCONEE COUNTY COUNCIL  
415 S PINE ST  
WALHALLA, SC 29691

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Acct#:63488  
Ad#:25833  
Phone#:864-718-1023  
Date:10/01/2018

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Salesperson: KBEEBE

Classification: Legals

Ad Size: 1.0 x 2.40

**Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	10/02/2018	10/02/2018	1	30.84	30.84
Affidavit Fee	-	-	-	-	5.00

**Payment Information:**

<b>Date:</b>	<b>Order#</b>	<b>Type</b>
10/01/2018	25833	BILLED ACCOUNT

**Total Amount: 35.84**

**Amount Due: 35.84**

**Comments: ORDINANCE 2018-31**

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

**Ad Copy**

NOTICE OF PUBLIC HEARING  
 There will be a public hearing at 6pm, Tuesday, October 16, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA  
 OCONEE COUNTY  
 Ordinance 2018-31  
 AND 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 THERE TO.

## 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](mailto: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 4<sup>th</sup> 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.

**TRANSPORTATION**

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Luxury, 45K miles, \$16,500.  
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402 S. Oak St. • Seneca  
Call 882-1467



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\$7,995. 123K  
Seneca Auto Sales  
542 W.N. First St. Seneca, SC  
Call 864-888-1100



**93 Buick Roadmaster**  
115K miles  
"Reduced...\$5,500"  
Pete's Auto  
402 Oak Street • Seneca  
Call 882-1467

**FIND IT IN THE  
CLASSIFIEDS!**

**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  
LBVTCAPFIEY602517
- 2017 Grey Sports 50 Moped  
LT4ZINAA3HZ000394
- 2017 Black Sports 50 Moped  
LT4ZINAA3HZ000692
- 2013 Red VIP Moped  
L9NTELDK2E1000701
- 2016 Black Solana Moped  
LYDY3TBB3G1500431
- 2013 Black/Grey VIP  
Bahama Moped  
LBVTCAPX4DM500174

**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.

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**LEGAL NOTICES**

**LEGALS**

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looking to buy or  
sell...**



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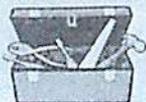
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**ADVANCE TREE SERVICE LLC**

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or Dangerous Trees  
Debris Clean-up  
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**We can get where  
bucket truck can't.**

**For Emergency or  
Immediate Response**



**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

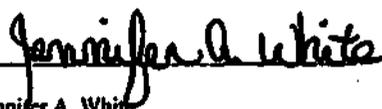
**OCONEE COUNTY COUNCIL**

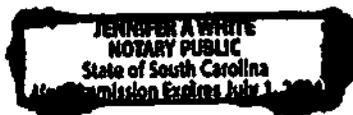
**IN RE: OCONEE COUNTY COUNCIL MEETING SCHEDULE & EXCEPTIONS FOR 2018**

**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





**Public Comment**  
**SIGN IN SHEET**  
**6:00 PM**

**October 16, 2018**

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

**PLEASE PRINT**

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



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: October 16, 2018 6:00 p.m.**

**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."

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

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

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

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

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

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

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

**Please PRINT your name**

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**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.**

*Leave this to the discretion of the officer. It will fall under cruelty and neglect.*

- (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  $1/8^{\text{th}}$  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

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.

This needs to apply only to dogs/cats (pets) only NO livestock

Sec. 4-9. - Animal Care.

- (a) No owner shall fail to provide his animals with:
  - (i) 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.

Do away with this. Leave it up to the officer. If it is severe enough we can bring State Charges for cruelty.

dog & cats (pets)

- 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.

# South Carolina Legislature

South Carolina Law > Code of Laws > Title 47

## South Carolina Code of Laws Unannotated

### Title 47 - Animals, Livestock and Poultry

#### CHAPTER 1

#### Cruelty to Animals

##### SECTION 47-1-10. Definitions.

As used in this chapter:

(1) "Animal" means a living vertebrate creature except a homo sapien.

(2) "Sustenance" means adequate food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight and adequate water provided with constant access to a supply of clean, fresh, and potable water provided in a suitable manner for the species.

(3) "Shelter" means shelter that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

HISTORY: 1962 Code Section 6-1; 1952 Code Section 6-1; 1942 Code Section 1600; 1932 Code Section 1600; Cr. C. '22 Section 564; Cr. C. '12 Section 915; Cr. C. '02 Section 630; G. S. 1708, R. S. 512; 1998 Act No. 367, Section 1, eff May 27, 1998; 2008 Act No. 259, Section 1, eff upon approval (became law without the Governor's signature on June 5, 2008).

##### SECTION 47-1-20. Acts of agents imputed to corporations.

The knowledge and acts of agents and persons employed by corporations in regard to animals transported, owned or employed by or in the custody of such corporations shall be held to be the acts and knowledge of such corporations.

HISTORY: 1962 Code Section 6-2; 1952 Code Section 6-2; 1942 Code Section 1600; 1932 Code Section 1600; Cr. C. '22 Section 564; Cr. C. '12 Section 915; Cr. C. '02 Section 630; G. S. 1708, R. S. 512.

##### SECTION 47-1-40. Ill-treatment of animals generally; penalties.

(A) A person who knowingly or intentionally overloads, overdrives, overworks, or ill-treats an animal, deprives an animal of necessary sustenance or shelter, inflicts unnecessary pain or suffering upon an animal, or by omission or commission knowingly or intentionally causes these acts to be done, is guilty of a misdemeanor and, upon conviction, must be punished by imprisonment not exceeding ninety days or by a fine of not less than one hundred dollars nor more than one thousand dollars, or both, for a first offense, or by imprisonment not exceeding two years or by a fine not exceeding two thousand dollars, or both, for a second or subsequent offense.

(B) A person who tortures, torments, needlessly mutilates, cruelly kills, or inflicts excessive or repeated unnecessary pain or suffering upon an animal or by omission or commission causes these acts to be done, is guilty of a felony and, upon conviction, must be punished by imprisonment of not less than one hundred eighty days and not to exceed five years and by a fine of five thousand dollars.

(C) This section does not apply to fowl, accepted animal husbandry practices of farm operations and the training of animals, the practice of veterinary medicine, agricultural practices, forestry and silvacultural practices, wildlife management practices, or activity authorized by Title 50, including an activity authorized by the South Carolina Department of Natural Resources or an exercise designed for training dogs for hunting, if repeated contact with a dog or dogs and another animal does not occur during this training exercise.

HISTORY: 1962 Code Section 6-4; 1952 Code Section 6-4; 1942 Code Section 1594; 1932 Code Section 1594; Cr. C. '22 Section 559; Cr. C. '12 Section 910; Cr. C. '02 Section 625; G. S. 1703, R. S. 507; 1881 (17) 573; 1883 (18) 388; 1988 Act No. 401, Section 1, eff March 21, 1988; 1992 Act No. 430, Section 1, eff June 2, 1992; 1998 Act No. 367, Section 2, eff May 27, 1998; 2000 Act No. 294, Section 1, eff May 26, 2000; 2008 Act No. 259, Section 2, eff upon approval (became law without the Governor's signature on June 5, 2008); 2014 Act No. 251 (H.3361), Section 3, eff June 6, 2014.

##### SECTION 47-1-50. Cruel work; carriage in vehicles; penalties.

(A) An owner, a possessor, or a person having the charge or custody of an animal may not:

(1) cruelly drive or work it when unfit for labor;

(2) carry it, or cause it to be carried, in or upon a vehicle or otherwise in an unnecessarily cruel or inhumane manner.

(B) A person who violates this section is guilty of a misdemeanor and, upon conviction, must be punished for each offense in the manner prescribed in Section 47-1-40(A).

HISTORY: 1962 Code Section 6-5; 1952 Code Section 6-5; 1942 Code Section 1595; 1932 Code Section 1595; Cr. C. '22 Section 560; Cr. C. '12 Section 911; Cr. C. '02 Section 626; G. S. 1704, R. S. 508; 1881 (17) 573; 1992 Act No. 398, Section 1, eff June 2, 1992; 1998 Act No. 367, Section 3, eff May 27, 1998.

##### SECTION 47-1-60. Cutting muscles of tails of horses, asses, mules, mares, or geldings prohibited.

Any person who (a) cuts the tissue or muscle of the tail of any horse, ass, mule, mare or gelding, or otherwise operates upon it in any manner for the purpose or with the effect of altering the natural carriage of the tail, except when such cutting or operation is necessary for the health or life of the animal, as certified to in writing by a licensed veterinarian, (b) causes, procures or knowingly permits such cutting or operation to be done or (c) assists in or is voluntarily present at such cutting or operation shall be guilty of a misdemeanor.

Any person convicted of violating any of the provisions of this section shall be fined not less than fifty nor more than one hundred dollars or imprisoned not less than fifteen nor more than thirty days.

HISTORY: 1962 Code Section 6-6; 1952 Code Section 6-6; 1942 Code Section 1603-1; 1936 (39) 1649.

##### SECTION 47-1-70. Abandonment of animals; penalties; hunting dog exception.

(A) A person may not abandon an animal. As used in this section "abandonment" is defined as deserting, forsaking, or intending to give up absolutely an animal without securing another owner or without providing the necessities of life. "Necessities of life" includes:

(1) adequate water which means a constant access to a supply of clean, fresh, and potable water provided in a suitable manner for the species.

(2) adequate food which means provision at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight.

(3) adequate shelter which means shelter that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

(B) A person who violates this section is guilty of a misdemeanor and, upon conviction, must be fined not less than two hundred nor more than five hundred dollars or imprisoned not more than thirty days, or both. Offenses under this section must be tried in the magistrate's or municipal court.

(C) A hunting dog that is positively identifiable in accordance with Section 47-3-510 or Section 47-3-530 is exempt from this section.

HISTORY: 1962 Code Section 6-7; 1952 Code Section 6-7; 1942 Code Section 1603; 1932 Code Section 1603; Cr. C. '22 Section 567; Cr. C. '12 Section 918; Cr. C. '02 Section 633; 1899 (23) 99; 1907 (25) 484; 1992 Act No. 398, Section 2, eff June 2, 1992; 1998 Act No. 367, Section 4, eff May 27, 1998.

**SECTION 47-1-75.** Immunity from civil and criminal liability.

Any person, including a person licensed to practice veterinary medicine, or an animal control officer or agent of the South Carolina Society for the Prevention of Cruelty to Animals or any society incorporated for that purpose, who in good faith and without compensation for services provided, acting without malice, recklessness, or gross negligence, renders emergency care or treatment to a domestic animal which is abandoned, ill, injured, or in distress related to an accident or disaster shall not be liable or subject to any civil or criminal liability for any injuries or harm to such animal resulting from the rendering of such care or treatment, or any act or failure to act to provide or arrange for further medical treatment or care for such animal.

HISTORY: 2002 Act No. 205, Section 1, eff April 22, 2002.

**SECTION 47-1-80.** Destruction of abandoned infirm animal.

Any agent or officer of the Department of Health and Environmental Control or police officer or officer of the South Carolina Society for the Prevention of Cruelty to Animals or of any society duly incorporated for that purpose may lawfully destroy, or cause to be destroyed, any animal found abandoned and not properly cared for, appearing to be glaucous, injured or diseased past recovery for any useful purpose.

HISTORY: 1962 Code Section 6-8; 1952 Code Section 6-8; 1942 Code Section 1603; 1932 Code Section 1603; Cr. C. '22 Section 567; Cr. C. '12 Section 918; Cr. C. '02 Section 633; 1899 (23) 99; 1907 (25) 484; 1972 (57) 2482.

**SECTION 47-1-90.** Overloading and length of confinement of animals in railroad cars.

No railroad company in the carrying or transportation of animals shall overload the cars nor permit the animals to be confined in cars for a longer period than thirty-six consecutive hours without unloading them for rest, water and feeding for a period of at least five consecutive hours, unless prevented from so unloading by storm or other accidental causes beyond the control of such railroad company; provided, however, that when animals shall be carried in cars in which they can and do have proper food, water and space and opportunity for rest, the foregoing provisions in regard to their being unloaded shall not apply.

In estimating such confinement the time during which the animals have been confined without such rest on connecting roads from which they are received shall be included, it being the intent of this section to prohibit their continuous confinement beyond the period of thirty-six hours, except upon the contingencies hereinbefore stated.

HISTORY: 1962 Code Section 6-9; 1952 Code Section 6-9; 1942 Code Section 1596; 1932 Code Section 1596; Cr. C. '22 Section 561; Cr. C. '12 Section 912; Cr. C. '02 Section 627; G. S. 1705; R. S. 509; 1881 (17) 573; 1923 (33) 118; 1924 (33) 949.

**SECTION 47-1-100.** Care of animals unloaded during transit.

Animals unloaded as required by Section 47-1-90 shall be properly fed, watered and sheltered during such rest by the owner or person having the custody thereof or, in case of his default in so doing, then by the railroad company transporting such animals at the expense of the owner or person in custody thereof; and the company shall, in such case, have a lien upon such animals for food, care and custody furnished and shall not be liable for any detention of such animals.

HISTORY: 1962 Code Section 6-10; 1952 Code Section 6-10; 1942 Code Section 1596; 1932 Code Section 1596; Cr. C. '22 Section 561; Cr. C. '12 Section 912; Cr. C. '02 Section 627; G. S. 1705; R. S. 509; 1881 (17) 573; 1923 (33) 118; 1924 (33) 949.

**SECTION 47-1-110.** Violations of Sections 47-1-90 and 47-1-100.

Any company or the owner or custodian of such animals who shall fail to comply with the provisions of Sections 47-1-90 and 47-1-100 shall, for each and every such offense, if found guilty, be fined not less than fifty nor more than five hundred dollars, in any court of competent jurisdiction.

HISTORY: 1962 Code Section 6-11; 1952 Code Section 6-11; 1942 Code Section 1596; 1932 Code Section 1596; Cr. C. '22 Section 561; Cr. C. '12 Section 912; Cr. C. '02 Section 627; G. S. 1705; R. S. 509; 1881 (17) 573; 1923 (33) 118; 1924 (33) 949.

**SECTION 47-1-120.** Custody of animals in charge of arrested persons.

When a person arrested is, at the time of the arrest, in charge of an animal, an agent of the South Carolina Society for the Prevention of Cruelty to Animals, or of any society incorporated for that purpose, may take charge of the animal and deposit the animal in a safe place of custody or deliver the animal into the possession of the police or sheriff of the county or place where the arrest was made, who shall assume the custody of the animal, and all necessary expenses incurred in taking charge of the animal shall be a lien thereon.

HISTORY: 1962 Code Section 6-12; 1952 Code Section 6-12; 1942 Code Section 1603; 1932 Code Section 1603; Cr. C. '22 Section 567; Cr. C. '12 Section 918; Cr. C. '02 Section 633; 1899 (23) 99; 1907 (25) 484; 1998 Act No. 367, Section 5, eff May 27, 1998.

**SECTION 47-1-125.** Coloring or dyeing animals prohibited; sale or distribution of certain young animals prohibited; penalty.

(1) It is unlawful for any person to dye or color artificially any animal or fowl, including but not limited to rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into this State.

(2) It is unlawful for any person to sell, offer for sale or give away as merchandising premiums, baby chickens, ducklings or other fowl under four weeks of age or rabbits under two months of age to be used as pets, toys or retail premiums.

(3) This section shall not be construed to apply to any animal or fowl, including but not limited to rabbits, baby chickens and ducklings to be used or raised for agricultural purposes by persons with proper facilities to care for them or for poultry or livestock exhibitions.

(4) Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than two hundred dollars or imprisoned for not more than thirty days.

HISTORY: 1980 Act No. 410.

**SECTION 47-1-130.** Arrest by law enforcement officers for violation of laws prohibiting cruelty to animals.

(A) Any person violating the laws in relation to cruelty to animals may be arrested by a law enforcement officer and held, without warrant, in the same manner as in the case of persons found breaking the peace.

(B) The South Carolina Society for the Prevention of Cruelty to Animals, or other organizations organized for the same purpose, may not make an arrest for a violation of the laws in relation to cruelty to animals.

HISTORY: 1962 Code Section 6-13; 1952 Code Section 6-13; 1942 Code Section 1598; 1932 Code Section 1598; Cr. C. '22 Section 562; Cr. C. '12 Section 913; Cr. C. '02 Section 628; G. S. 1706, R. S. 510; 1881 (17) 574; 2014 Act No. 251 (H.3361); Section 4, eff. June 6, 2014.

**SECTION 47-1-140. Notice to owners; care of animals after arrest of person in charge; lien.**

The law enforcement officer making the arrest, with or without warrant, shall use reasonable diligence to give notice to the owner of the animals found in the charge or custody of the person arrested, if the person is not the owner, and shall care and provide property for the animals. The law enforcement officer making the arrest shall have a lien on the animals for the expense of such care and provision unless the charge is dismissed or not pressed or the person is found not guilty, then the lien is extinguished. The lien also may be extinguished by an agreement between the person charged and the prosecuting agency or the law enforcement agency in custody of the animal. Notwithstanding any other provision of law, an animal may be seized preceding an arrest and pursuant to Section 47-1-150.

HISTORY: 1962 Code Section 6-14; 1952 Code Section 6-14; 1942 Code Section 1598; 1932 Code Section 1598; Cr. C. '22 Section 562; Cr. C. '12 Section 913; Cr. C. '02 Section 628; G. S. 1706, R. S. 510; 1881 (17) 574; 1998 Act No. 367; Section 8, eff. May 27, 1998; 2014 Act No. 251 (H.3361); Section 5, eff. June 6, 2014.

**SECTION 47-1-150. Issuance of search warrant; purpose of section; motions regarding custody of animal; notice, care, disposal of, or return of animal.**

(A) When complaint is made on oath or affirmation to any magistrate authorized to issue warrants in criminal cases that the complainant believes and has reasonable cause to believe that the laws in relation to cruelty to animals have been or are being violated in any particular building or place, such magistrate, if satisfied that there is reasonable cause for such belief, shall issue a search warrant authorizing any sheriff, deputy sheriff, deputy state constable, constable or police officer to search such building or place; but no search shall be made after sunset, unless specially authorized by the magistrate upon satisfactory cause shown. If an animal is seized pursuant to this section and the South Carolina Society for the Prevention of Cruelty to Animals, or other society incorporated for that purpose is involved with the seizure, the animal may be held pending criminal disposition of the case at a facility maintained or contracted by that agency.

(B) The purpose of this section is to provide a means by which a neglected or mistreated animal can be:

(1) removed from its present custody; or

(2) made the subject of an order to provide care, issued to its owner by the magistrate or municipal judge, any law enforcement officer, or any agent of the county and given protection and an appropriate and humane disposition made.

(C) Any law enforcement officer or any agent of any county or of the South Carolina Society for the Prevention of Cruelty to Animals, or any society incorporated for that purpose may move before a magistrate for an order to:

(1) lawfully take custody of any animal found neglected or cruelly treated by removing the animal from its present location if deemed by the court that removal is necessary to prevent further suffering or ill-treatment; or

(2) order the owner of any animal found neglected or cruelly treated to provide certain care to the animal at the owner's expense without removal of the animal from its present location, and shall forthwith petition the magistrate or municipal judge of the county or municipality wherein the animal is found for a hearing, to be set within twenty-four hours after the date of seizure of the animal or issuance of the order to provide care and held not more than two days after the setting of such date, to determine whether the owner, if known, is able to provide adequately for the animal and is fit to have custody of the animal. The hearing shall be concluded, and the court order entered the date the hearing is commenced. No fee shall be charged for the filing of the petition. Nothing herein is intended to require court action for the taking into custody and making proper disposition of stray or abandoned animals as lawfully performed by animal control agents.

(D) The officer or agent of any county or of the South Carolina Society for the Prevention of Cruelty to Animals, or of any society incorporated for that purpose, taking charge of any animal pursuant to the provisions of this section shall have written notice served prior to the hearing set forth in subsection (C)(2), upon the owner of the animal, if he is known and is residing in the county where the animal was taken. The sheriff of the county shall not charge a fee for service of such notice. If the owner of the animal is known but is residing outside of the county wherein the animal was taken, notice of the hearing shall be by publication.

(E) If any seized animal held by court order at the owner's premises is removed without notification to the investigating agency, or if an animal becomes sick or dies, and the owner or custodian fails to immediately notify the investigating agency, the owner must be held in contempt of court and fined up to the penalties provided by law.

(F) The officer or agent of any county or of the South Carolina Society for the Prevention of Cruelty to Animals, or of any society incorporated for that purpose, taking charge of an animal as provided for in this section shall provide for the animal until either:

(1) The owner is adjudged by the court to be able to provide adequately for, and have custody of, the animal, in which case the animal shall be returned to the owner upon payment for the care and provision of the animal while in the agent's or officer's custody; or

(2) The animal is turned over to the officer or agent as provided in Section 47-1-170 and a humane disposition of the animal is made.

(G) If the court determines that the owner is able to provide adequately for, and have custody of the animal, the order shall provide that the animal in possession of the officer or agent be claimed and removed by the owner within seven days after the date of the order.

HISTORY: 1962 Code Section 6-15; 1952 Code Section 6-15; 1942 Code Section 1599; 1932 Code Section 1599; Cr. C. '22 Section 563; Cr. C. '12 Section 914; Cr. C. '02 Section 629; G. S. 1707, R. S. 511; 1881 (17) 574; 1998 Act No. 367; Section 7, eff. May 27, 1998; 2014 Act No. 251 (H.3361); Section 6, eff. June 6, 2014.

**SECTION 47-1-170. Penalties for violations of chapter**

The owner or person having charge or custody of an animal cruelly used who is convicted of any violation of this chapter forfeits ownership, charge, or custody of the animal and at the discretion of the court, the person who is charged with or convicted of a violation of this chapter must be ordered to pay costs incurred to care for the animal and related expenses.

HISTORY: 1962 Code Section 6-18; 1952 Code Section 6-18; 1942 Code Section 1602; 1932 Code Section 1602; Cr. C. '22 Section 566; Cr. C. '12 Section 917; Cr. C. '02 Section 632; G. S. 1710, R. S. 574; 1881 (17) 575; 1998 Act No. 367; Section 8, eff. May 27, 1998.

**SECTION 47-1-200. Requirements for transfer of animals and importation or exportation of dog or cat; penalties for violations.**

(A) During transportation, an animal must not be confined in one area for more than twenty-four consecutive hours without being adequately exercised, rested, fed, and watered. The time may be extended reasonably when an act of God causes a delay. The animal must be provided adequate space and ventilation.

(B) A dog or cat under eight weeks of age must not be imported or exported without being accompanied by its dam.

(C) A person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction, must be fined not less than two hundred nor more than five hundred dollars or imprisoned for not more than thirty days, or both.

HISTORY: 1992 Act No. 398; Section 3, eff. June 2, 1992.

**SECTION 47-1-210. Live animals as prizes; exceptions; penalties.**

(A) It is unlawful to give away a live animal including, but not limited to, a fish, bird, fowl, or reptile, as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement, or for those species to be used as an incentive to enter into any business agreement if the offer made was for the purpose of attracting trade.

(B) Nothing in this section may be construed to prohibit an auction or raffle of a live animal including, but not limited to, a fish, bird, fowl, or reptile. Further, the giving away or the testing of game or fowl for breeding purposes only is lawful and is not prohibited by this section as an incentive to enter into a business agreement if the person giving away or testing game or fowl is engaged in that trade.

(C) A person who violates this section is guilty of a misdemeanor and, upon conviction, must be punished for each separate offense by a fine not to exceed three hundred

dollars or imprisonment not to exceed thirty days, or both.

(D) This section does not apply when a live animal is given away as follows:

(1) by individuals or organizations operating in conjunction with a cooperative extension education program or agricultural vocational program sanctioned by the State Department of Education or local school districts;

(2) by individuals or organizations operating in conjunction with field trials approved by the Department of Natural Resources; or

(3) by kennels that advertise in national publications in regard to dogs that are registered with the United Kennel Club or the American Kennel Club.

HISTORY: 1999 Act No. 67, Section 1, eff June 11, 1999.

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Legislative Services Agency  
<http://www.scstatehouse.gov>



# NOTES

## LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING

Mr. Wayne McCall, Chairman, District II

Mr. Julian Davis, District IV

Mr. Glenn Hart, District V

October 9, 2018

### **Presentation on the Emergency Services Capital Plan – Chief Charlie King**

Chief Charlie King, Oconee County Emergency Services, addressed the Committee highlighting the following:

- Largest expenditure annually of taxpayer dollars across the County
- Vehicle replacement schedule
- Self-Contained Breathing Apparatus [SCBA]
- Cash Flow Smoothing Schedule

**The Committee took no action on this matter.**

### **EMS Update – GHS Director**

Mr. Aaron Dix, Administrator of Emergency Medical Services, addressed the Committee highlighting the following:

- Over the last six months, there have been changes in leadership and added resources
- Dr. Thomas Blackwell, Primary Medical Director and Chief of the Division of Pre-Hospital Medicine
- Added 12 hour truck to the Keowee Key area
- Five ambulances, 24 hours a day/7 days a week; sixth ambulance is at Keowee Key for 12 hours a day/7 days a week; two additional ambulances stationed during the day to handle some of the discharge volume and priority two calls

**The Committee took no action on this matter.**

### **Presentation regarding Solid Waste Ordinance & Animal Control Ordinance –**

#### **Ms. Edda Cammick**

Mr. Root noted with Ms. Cammick's participation, we had a concern that would potentially convert the meeting into a full Council meeting which wouldn't have been properly noticed. Out of an abundance of caution, we wanted to make sure it was properly noticed. On Tuesday, October 16, 2018, there will be an additional Law Enforcement, Public Safety, Health & Welfare Committee meeting beginning at 5pm to address the solid waste ordinance and animal control ordinance.

**The Committee took no action on this matter.**

### **Discussion Items**

Mr. Swain Still, Director of Solid Waste & Recycling, addressed the Committee highlighting the following:

- Facilities & Operations

- Materials accepted at Recycling Centers / Issues at Centers Addressed in the Ordinance
- C&D Landfill / Issues Addressed in Ordinance
- Fees effect residents at Landfill
- Transfer Station / Issues Addressed in Ordinance
- Fees effect residents at Transfer Stations
- Accepts Recyclables at no charge
- Tires

**The Committee took no action on this matter.**

Discussion regarding the proposed Animal Control Ordinance

Corporal Shaun Honea, Director of Animal Services Division with Oconee County Sheriff's Office, addressed the Committee highlighting the following:

- Need to be very specific that shade and shelter applies to dogs and not livestock, etc.
- Cold weather requirements should be left up to the animal control officers' discretion
- Tethering
- Increase work load and potentially requiring additional officers
- More intake of animals

**The Committee took no action on this matter at this time.**

Discussion regarding Mosquitoes

- Tires
- Advertisement regarding mosquitoes from Administrator & staff
- Standing water
- Spraying kills the honeybees
- Be proactive and dump standing water
- Non-working pools

**The Committee took no action on this matter at this time.**



## NOTES

### TRANSPORTATION COMMITTEE MEETING

Mr. Glenn Hart, District V, Chairman

Mr. Julian Davis, District IV

Ms. Edda Cammick, District I

October 9, 2018

#### Discussion regarding the acceptance of Lakestone Ct (P-4229) into County road system

- Lakestone Cottages Subdivision consists of 10 lots off of Petty Road
- Construction started in April 2018 and ended in June 2018
- All inspections were performed and approved
- As-builts of the roadway have been submitted and approved
- Lakestone Ct. is a 432' curb and gutter road and is the only road in the subdivision and has been constructed in accordance with the regulations set forth in the Code of Ordinances

Mr. Davis made a motion, seconded by Ms. Cammick, approved 3 - 0, to make a recommendation to full Council to accept Lakestone Ct (P-4229) into the County road system contingent on receiving full deeded right-of-way, a three year maintenance bond, and payment for road inspection fees.



## City of Seneca

Post Office Box 4773  
221 East North First Street  
Seneca, South Carolina 29679  
(864) 885-2700 fax (864) 885-2701  
[www.seneca.sc.us](http://www.seneca.sc.us)

October 16, 2018

Mr. David A. Root  
Oconee County Attorney  
415 S. Pine Street  
Walhalla, SC 29691

Seneca Facilities Corporation (SFC) Facility – 320 Shiloh Road

Dear Mr. Root:

This letter is to request permission from Oconee County for the City of Seneca to ditch and fill with broken concrete an area within the City of Seneca's property line for the above referenced property. Your permission is requested because it falls within 100' of the Oconee County pin located behind the SFC facility.

Previously the City was given approval by DHEC to complete 150' of ditching and filling in this area. This request represents an update to include an additional 40' of fill beyond the original line of approval. Our plans for this area include paving over the entire area with concrete to provide an extended parking lot for that facility.

Should you need additional information, please let me know.

Sincere regards,

T. Scott Moulder  
City Administrator  
(864) 885-2721  
Fax (864) 885-2742  
smoulder@seneca.sc.us

**ALTA/CASN LAND TITLE SURVEY**  
 PLAT PREPARED FOR:  
**SENECA FACILITIES CORPORATION**  
 TO COMMUNITY DEVELOPMENT CORPORATION  
 TD BANK, N.A.

PARCELS OFF OF SHELTON ROAD &  
 BROADWAY AVENUE  
 ADDRESS - 300 SHELTON ROAD  
 REF. P.B. 884 P.C. 208  
 REF. P.B. 8-403 P.C. 6-7  
 TWP. 240-N0-04-015 & 020-35-10-015

ACREAGE - AS SHOWN

DATE: AUGUST 28, 2012

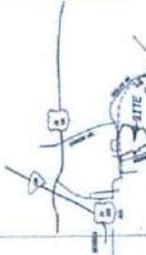
STATE OF SOUTH CAROLINA

COUNTY OF DOCKNEE

TOWNSHIP OF SENECA

A TOWNSHIP IN THE CITY OF SENEC

SCALE: 1" = 100'



LOCATION MAP

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN ON THIS PLAT IS ACCURATE AND CORRECT AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF SOUTH CAROLINA, AND FEES DO NOT EXCEED THE PERMITTED FEES FOR A CLASS "C" SURVEY AS SPECIFIED UNDER THE REGULATION PROVISIONS OF THE PROFESSIONAL SURVEYING ACT.



*[Signature]*  
 DATE: 8/28/12  
 STATE OF SOUTH CAROLINA  
 TALLAPOUGA (P.A.) 200-0009

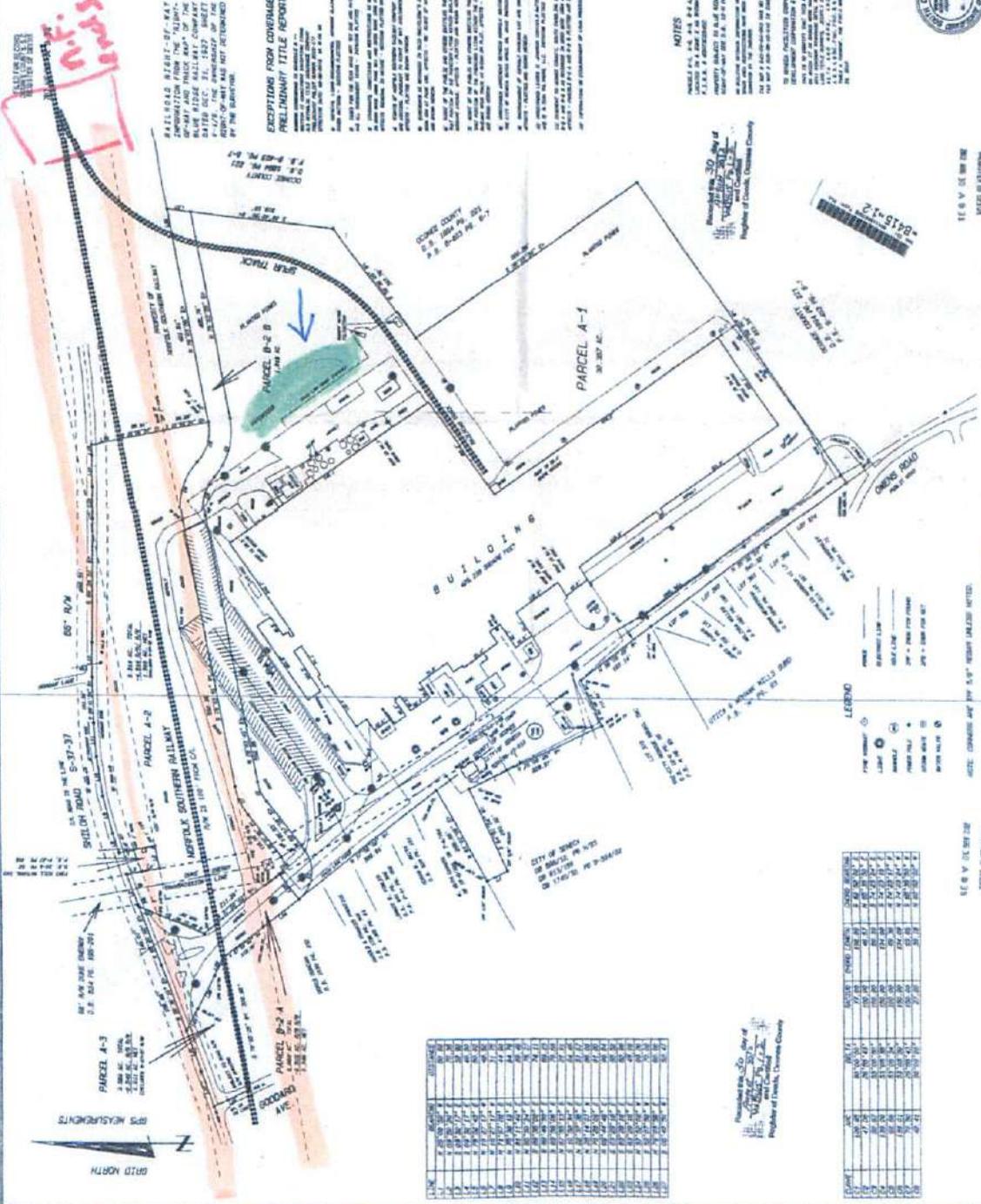
ALL RIGHTS RESERVED BY THE  
 INFORMATION FROM THE "ALTA"  
 SURVEY AND TRUCK AREA OF THE  
 SHELTON ROAD & BROADWAY AVENUE  
 SITES DEC. 31, 1927 SHEET  
 1-179. THE PRECISION OF THE  
 SURVEY HAS NOT BEEN DETERMINED  
 BY THE SURVEYOR.

EXEMPTIONS FROM COVERAGE PER  
 PRELIMINARY TITLE REPORT - SCHEDULE B

1. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE SURVEYED PROPERTY.
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10. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE SURVEYED PROPERTY.

NOTES

1. PARCELS A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, A-29, A-30, A-31, A-32, A-33, A-34, A-35, A-36, A-37, A-38, A-39, A-40, A-41, A-42, A-43, A-44, A-45, A-46, A-47, A-48, A-49, A-50, A-51, A-52, A-53, A-54, A-55, A-56, A-57, A-58, A-59, A-60, A-61, A-62, A-63, A-64, A-65, A-66, A-67, A-68, A-69, A-70, A-71, A-72, A-73, A-74, A-75, A-76, A-77, A-78, A-79, A-80, A-81, A-82, A-83, A-84, A-85, A-86, A-87, A-88, A-89, A-90, A-91, A-92, A-93, A-94, A-95, A-96, A-97, A-98, A-99, A-100.
2. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE SURVEYED PROPERTY.
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Parcel	Area (Ac.)	Area (Sq. Ft.)
A-1	0.10	6,917
A-2	0.10	6,917
A-3	0.10	6,917
A-4	0.10	6,917
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A-100	0.10	6,917

LEGEND

- PROPERTY LINE
- BOUNDARY LINE
- ADJACENT PROPERTY
- ADJACENT ROAD
- ADJACENT RAILROAD
- ADJACENT UTILITY
- ADJACENT WATER
- ADJACENT SEWER
- ADJACENT GAS
- ADJACENT TELEPHONE
- ADJACENT CABLE
- ADJACENT FENCE
- ADJACENT WALL
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- ADJACENT TUNNEL
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- ADJACENT ENCUMBRANCE
- ADJACENT INTEREST
- ADJACENT CLAIM
- ADJACENT DISPUTE
- ADJACENT LITIGATION
- ADJACENT SETTLEMENT
- ADJACENT AGREEMENT
- ADJACENT CONTRACT
- ADJACENT DEED
- ADJACENT WILL
- ADJACENT PROBATE
- ADJACENT ESTATE
- ADJACENT TRUST
- ADJACENT PARTNERSHIP
- ADJACENT CORPORATION
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OCONEE COUNTY, SC

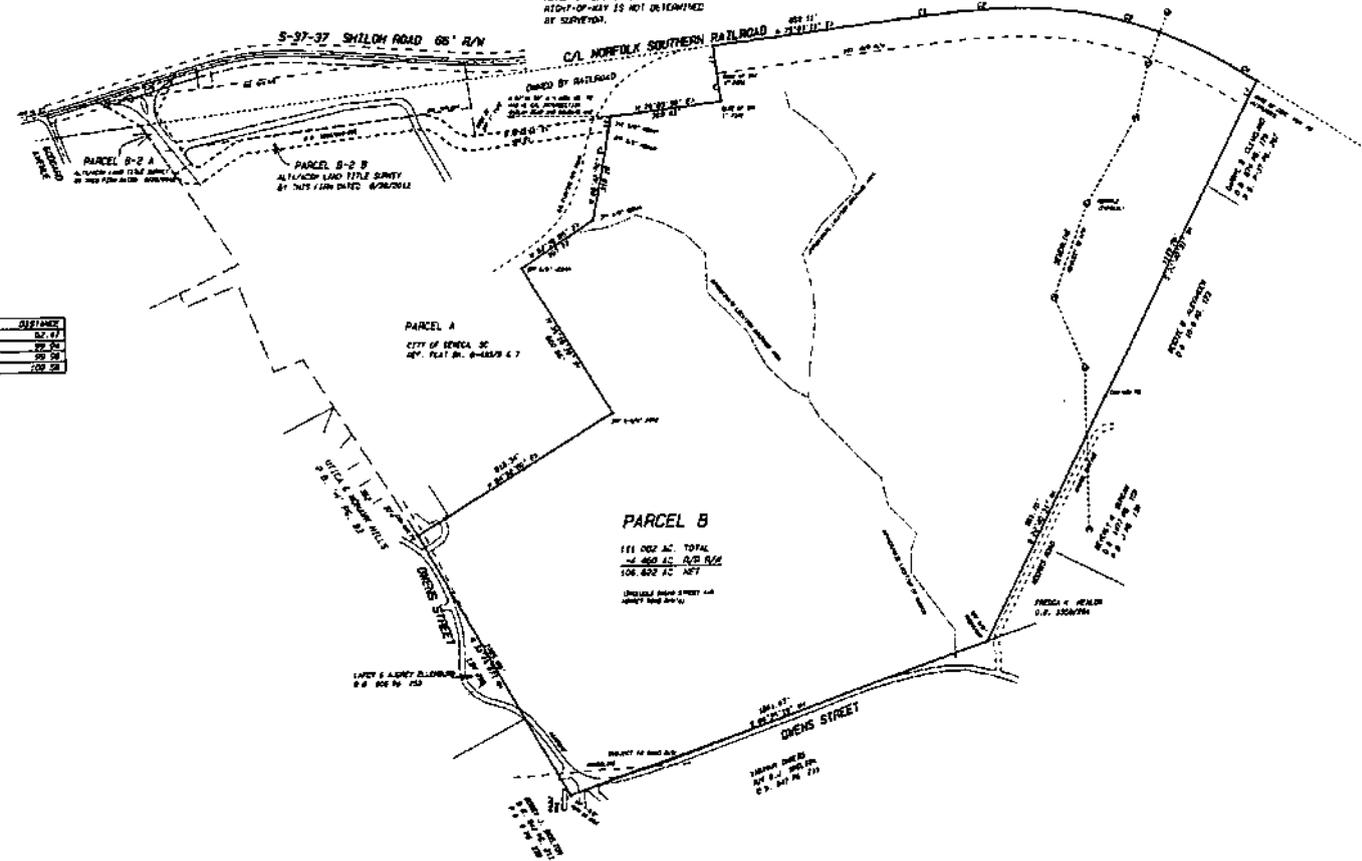
EXHIBIT A

RAILROAD RIGHT-OF-WAY/OWNERSHIP INFORMATION FROM THE "RIGHT-OF-WAY AND TRUCK MAP" OF THE BLUE RIDGE RAILWAY COMPANY DATED DEC. 31, 1927 SHEET 14-1/2.

NOTE: OWNERSHIP OF RAILROAD RIGHT-OF-WAY IS NOT DETERMINED BY SURVEYOR.

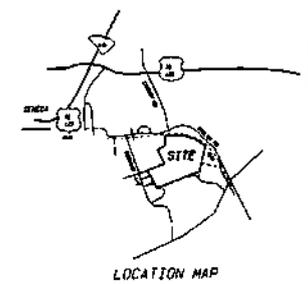
PARCEL B OFF OF SHILOH ROAD, OWENS STREET, & MOORE ROAD  
 REF: D. D. 1894 PG. 221-225  
 REF: PLAT BOOK B-423/6 & 7  
 TFW 240-00-04-149

ACREAGE - 131.082 AC. TOTAL  
 DATE: JULY 1, 2014  
 STATE OF SOUTH CAROLINA  
 COUNTY OF OCONEE  
 TOWNSHIP OF SENECA  
 SCALE: 1" = 200'



LINE	BEARING	DISTANCE
1.1	S 88° 02' 22" E	52.77
1.2	S 77° 06' 28" E	87.30
1.3	S 77° 06' 28" E	89.38
1.4	S 22° 20' 31" W	109.28

PARCEL B  
 131.082 AC. TOTAL  
 104.652 AC. NET AC.  
 UNIMPROVED LAND 104.652 AC. NET AC.



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

COUNTY	SEC	RANGE	TOWNSHIP	SECTION	ACRES	BEARING
OC	12	20	17	1	131.082	S 77° 06' 28" E
OC	12	20	17	2	104.652	S 77° 06' 28" E
OC	12	20	17	3	104.652	S 77° 06' 28" E
OC	12	20	17	4	104.652	S 77° 06' 28" E



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LEGAL NOTICES

LEGALS

NOTICE OF PUBLIC HEARING  
There will be a public hearing at 6pm, Tuesday, October 16, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2018-31  
AND 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 THERE TO.

SUMMONS AND NOTICE  
STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS  
IN THE FAMILY COURT  
THIRTEENTH JUDICIAL CIRCUIT  
C.A. No.: 2018-DR-39-733  
South Carolina Department of Social Services,  
Plaintiff,  
vs.  
Charles Channing Brewer,  
Gregory Reeves,  
Defendants.  
In the Interest of:  
Minor child, Female, born in 2013  
Minor child, Male, born in 2015  
Minors under the Age of 18  
TO: DEFENDANT,

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**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: ORDINANCE 2018-31

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 10/02/2018 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  
10/02/2018



**KELSIE BEEBE**  
Notary Public, State of South Carolina  
My Commission Expires 2/13/2028

Kelsie Beebe  
Notary Public  
State of South Carolina  
My Commission Expires February 13, 2028